



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: November 21, 2012

Time: 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl, City Clerk
Telephone: (209) 333-6702

6:55 p.m. Invocation/Call to Civic Responsibility. Invocations/Calls may be offered by any of the various religious and non-religious organizations within and around the City of Lodi. These are voluntary offerings of private citizens, to and for the benefit of the Council. The views or beliefs expressed by the Speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the beliefs or views of any speaker.

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

C-1 Call to Order / Roll Call – N/A

C-2 Announcement of Closed Session – N/A

C-3 Adjourn to Closed Session – N/A

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action – N/A

A. Call to Order / Roll Call

B. Presentations

B-1 Presentation by Assembly Member Berryhill Regarding City's Participation in the HEAL Program (CLK)

B-2 Presentation by Hospice of San Joaquin Regarding 2012 Tree of Lights (CM)

B-3 Quarterly Update by the Greater Lodi Area Youth Commission (PRCS)

C. Consent Calendar (Reading; Comments by the Public; Council Action)

C-1 Receive Register of Claims in the Amount of \$5,983,091.67 (FIN)

C-2 Approve Minutes (CLK)

a) November 6 and 13, 2012 (Shirtsleeve Sessions)

b) November 7, 2012 (Regular Meeting)

C-3 Approve Plans and Specifications and Authorize Advertisement for Bids for Pumping Equipment Replacement and Improvements at Well No. 19 (PW)

C-4 Accept Improvements Under Contract for 2012 Streets Crack Sealing Project (PW)

C-5 Accept Improvements Under Contract for 2012 Alley Reconstruction Project (PW)

Res. C-6 Adopt Resolution Accepting Improvements Under Contract for Hutchins Street Reconstruction Project and Appropriating Funds (\$186,722) (PW)

Res. C-7 Adopt Resolution Accepting Improvements Under Contract for 2012 Disabled Access Improvements, Various Locations, and Appropriating Funds (\$48,001) (PW)

- Res. C-8 Adopt Resolutions Authorizing the City Manager to Execute Third Amendment to Woodbridge Irrigation District Water Purchase Agreement and Lease Agreement for Assessor Parcel No. 015-160-16 (PW)
- Res. C-9 Adopt Resolution Authorizing the City Manager to Execute Amendment No. 1 of the Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for Citywide Heating, Ventilation, and Air Conditioning Maintenance Services on City Facilities (\$70,000) (PW)
- Res. C-10 Adopt Resolution Authorizing the City Manager to Execute a Professional Services Agreement with Environmental Systems Research Institute, Inc., of Redlands, for Geographical Information System Services and Appropriating Funds (\$72,000) (EUD)
- Res. C-11 Adopt Resolution Authorizing the City Manager to Execute Contract with Diede Construction, Inc., of Woodbridge, for Directional Boring and Conduit Installation (\$300,000) (EUD)
- C-12 Authorize the City Manager to Enter into Consent for Assignment Agreement with Co-Occupational Medical Partners for Annual Department of Transportation Physicals for the Fire Department (FD)
- Res. C-13 Adopt Resolution Authorizing the Chief of Police to Enter into an Agreement with the City of Stockton to Participate in the Community Corrections Task Force, Accepting AB 109 Funding for One Additional Police Officer Position, and Appropriating Funds (\$161,334) (PD)
- Res. C-14 Adopt Resolution Authorizing the Lodi Police Department to Participate in a Selective Traffic Enforcement Program Grant Funded by the Office of Traffic Safety and Appropriating Funds (\$18,326) (PD)
- Res. C-15 Adopt Resolution Ratifying Employment Agreement Entered into Between the City of Lodi and Jeffrey L. Hood (CM)
- Res. C-16 Adopt Resolution Approving CalPERS Employer Paid Member Contributions (CM)
- C-17 Set Public Hearing for December 19, 2012, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Usage-Based and Flat Water Rates (PW)

D. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

E. Comments by the City Council Members on Non-Agenda Items

F. Comments by the City Manager on Non-Agenda Items

G. Public Hearings

- G-1 Public Hearing to Consider Unmet Transit Needs in Lodi (PW)
- Res. G-2 Public Hearing to Consider Adopting Resolution Confirming the 2013 Annual Report and Levy of Assessments within the Lodi Tourism Business Improvement District (CM)

H. Communications

- H-1 Monthly Protocol Account Report (CLK)

I. Regular Calendar – None

J. Ordinances

Ord. J-1 Adopt Ordinance No. 1866 Entitled, "An Ordinance of the City Council of the City Lodi
(Adopt) Authorizing an Amendment to the Contract Between the City Council of the City of Lodi and the Board of Administration of the California Public Employees' Retirement System" (CLK)

K. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation by Assembly Member Berryhill Regarding City's Participation in the HEAL Program

MEETING DATE: November 21, 2012

PREPARED BY: City Clerk

RECOMMENDED ACTION: On behalf of the City, Mayor Mounce will accept a certificate for the City's participation in the HEAL Program.

BACKGROUND INFORMATION: Assembly Member Bill Berryhill, on behalf of the Healthy San Joaquin Collaborative, will present a certificate to the Mayor to recognize the City of Lodi for making contributions towards obesity prevention and the advancement of healthier communities.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/jmr

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation by Hospice of San Joaquin Regarding 2012 Tree of Lights
MEETING DATE: November 21, 2012
PREPARED BY: Risk Manager

RECOMMENDED ACTION: Receive presentation regarding 2012 Hospice Tree of Lights.

BACKGROUND INFORMATION: Butterfly Auxiliary Lodi Chapter President, Julie Wetteland will make a presentation regarding the 2012 Hospice Tree Lighting in the City of Lodi. The annual tree lighting will take place the evening of December 6, 2012 in front of Lodi City Hall.

Janet Hamilton
Risk Manager

APPROVED: _____
Konradt Bartlam, City Manager



**CITY OF LODI
COUNCIL COMMUNICATION**

AGENDA TITLE: Quarterly Update from the Greater Lodi Area Youth Commission

MEETING DATE: November 21, 2012

PREPARED BY: Parks, Recreation, and Cultural Services Interim Director

RECOMMENDED ACTION: Receive quarterly update from Greater Lodi Area Youth Commission (LYC).

BACKGROUND INFORMATION: The LYC desires to stay more connected to the City Council and the community by having current commissioners provide a quarterly report on the activities of the Commission.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: Not applicable.



Jeff Hood
Parks, Recreation, and Cultural Services Interim Director

Prepared by: Jeff Hood
Parks, Recreation, and Cultural Services Interim Director

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Receive Register of Claims through November 1, 2012 in the Total Amount of \$5,983,091.67.

MEETING DATE: November 21, 2012

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$5,983,091.67.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$5,983,091.67 through 11/01/12. Also attached is Payroll in the amount of \$1,243,324.45.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Accounts Payable
Council Report

Page - 1
Date - 11/07/12
Amount

As of Thursday	Fund	Name	Amount
11/01/12	00100	General Fund	1,071,502.31
	00120	Vehicle Replacement Fund	4,303.52
	00123	Info Systems Replacement Fund	1,656.67
	00160	Electric Utility Fund	3,131,570.61
	00161	Utility Outlay Reserve Fund	33,411.22
	00164	Public Benefits Fund	1,164.82
	00170	Waste Water Utility Fund	46,242.18
	00171	Waste Wtr Util-Capital Outlay	2,175.00
	00180	Water Utility Fund	50,813.69
	00181	Water Utility-Capital Outlay	1,389,520.49
	00210	Library Fund	1,998.30
	00230	Asset Seizure Fund	699.28
	00260	Internal Service/Equip Maint	17,086.51
	00270	Employee Benefits	17,957.51
	00310	Worker's Comp Insurance	21,227.84
	00320	Street Fund	3,500.00
	00321	Gas Tax-2105,2106,2107	26,938.87
	00325	Measure K Funds	9,387.34
	00329	TDA - Streets	5.87
	00332	IMF(Regional) Streets	6.47
	00337	Traffic Congestion Relf-AB2928	34,914.39
	00340	Comm Dev Special Rev Fund	3,763.51
	00347	Parks, Rec & Cultural Services	25,712.76
	00444	HUD-Federal Sustainable Comm	5,129.55
	00459	H U D	3,522.00
	01212	Parks & Rec Capital	128.00
	01241	LTF-Pedestrian/Bike	3,469.40
	01250	Dial-a-Ride/Transportation	13,225.74
	01251	Transit Capital	10,917.92
	01252	Transit-Prop. 1B	630.00
	01410	Expendable Trust	16,431.24
Sum			5,949,013.01
	00185	PCE/TCE Rate Abatement Fund	9,204.60
	00190	Central Plume	7,950.38
	00191	Southern Plume	2,708.46
	00192	Busy Bee Plume	11,506.75
	00194	South Central Western Plume	2,708.47
Sum			34,078.66
Total Sum			5,983,091.67

Council Report for Payroll

Page - 1
Date - 11/07/12

Payroll	Pay Per Date	Co	Name	Gross Pay
Regular	10/28/12	00100	General Fund	708,527.06
		00160	Electric Utility Fund	126,238.50
		00161	Utility Outlay Reserve Fund	10,004.90
		00164	Public Benefits Fund	3,405.40
		00170	Waste Water Utility Fund	97,674.31
		00180	Water Utility Fund	10,810.33
		00210	Library Fund	27,970.94
		00235	LPD-Public Safety Prog AB 1913	992.44
		00239	CalGRIP	1,181.25
		00260	Internal Service/Equip Maint	14,970.14
		00321	Gas Tax-2105,2106,2107	27,831.77
		00340	Comm Dev Special Rev Fund	22,137.19
		00345	Community Center	162.92
		00347	Parks, Rec & Cultural Services	113,162.97
		01250	Dial-a-Ride/Transportation	6,794.97
Pay Period Total:				
Sum				1,171,865.09
Retiree	11/30/12	00100	General Fund	71,459.36
Pay Period Total:				
Sum				71,459.36



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims through November 1, 2012 in the Total Amount of \$5,983,091.67.

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PREPARED BY: Financial Services Manager

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FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

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Konradt Bartlam, City Manager

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Sum				1,171,865.09
Retiree	11/30/12	00100	General Fund	71,459.36
Pay Period Total:				
Sum				71,459.36



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) November 6, 2012 (Shirtsleeve Session)
b) November 7, 2012 (Regular Meeting)
c) November 13, 2012 (Shirtsleeve Session)

MEETING DATE: November 21, 2012

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) November 6, 2012 (Shirtsleeve Session)
b) November 7, 2012 (Regular Meeting)
c) November 13, 2012 (Shirtsleeve Session)

BACKGROUND INFORMATION: Attached are copies of the subject minutes marked Exhibit A through C, respectively.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, NOVEMBER 6, 2012**

The November 6, 2012, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, NOVEMBER 7, 2012**

C-1 Call to Order / Roll Call

The City Council Closed Session meeting of November 7, 2012, was called to order by Mayor Mounce at 6:15 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Mounce

Absent: Mayor Pro Tempore Nakanishi

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

C-2 Announcement of Closed Session

- a) Negotiate Modification to Lease Agreement Regarding a Portion of 930 South Beckman Road (APN 049-250-83); Negotiating Parties are Geweke Motors, Inc., a California Corporation, Successor in Interest to GFLIP III Limited Partnership, LP (Tenant) and City of Lodi (Landlord); Government Code §54956.8
- b) Prospective Acquisition of Real Property Located at 16 and 40 South Cherokee Lane, Lodi, California (APN 043-230-13 and 043-230-12, Respectively); the Negotiating Parties are City of Lodi and Geweke Land Development and Marketing, L.P.; Government Code §54956.8

C-3 Adjourn to Closed Session

At 6:15 p.m., Mayor Mounce adjourned the meeting to a Closed Session to discuss the above matters. The Closed Session adjourned at 6:35 p.m.

C-4 Return to Open Session / Disclosure of Action

At 7:00 p.m., Mayor Mounce reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following actions.

Items C-2 (a) and C-2 (b) were negotiating direction only with no reportable action.

A. Call to Order / Roll Call

The Regular City Council meeting of November 7, 2012, was called to order by Mayor Mounce at 7:00 p.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Mounce

Absent: Mayor Pro Tempore Nakanishi

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Presentations

- B-1 Presentation by Representative of Assembly Member Berryhill Regarding City's Participation in the HEAL Program (CLK)

This item was continued to the November 21, 2012, City Council meeting.

B-2 Homeless Youth Awareness and Runaway Prevention Month Proclamation (CLK)

Mayor Mounce presented a proclamation to Jennifer Jones, Youth Services Program Manager with the San Joaquin County Women's Center, proclaiming the month of November 2012 as "Homeless Youth Awareness and Runaway Prevention Month" in the City of Lodi.

B-3 Presentation by Hutchins Street Square Foundation Regarding Plans to Celebrate 100th Anniversary of Hutchins Street Square (PRCS)

John Ledbetter, chairman of the Hutchins Street Square Foundation, provided the City Council an outline of the plans to celebrate the 100th Anniversary of Hutchins Street Square.

C. Consent Calendar (Reading; Comments by the Public; Council Action)

Council Member Johnson made a motion, second by Council Member Katzakian, to approve the following items hereinafter set forth in accordance with the report and recommendation of the City Manager.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Mounce

Noes: None

Absent: Mayor Pro Tempore Nakanishi

C-1 Receive Register of Claims in the Amount of \$10,422,480.47 (FIN)

Claims were approved in the amount of \$10,422,480.47.

C-2 Approve Minutes (CLK)

The minutes of October 16, 2012 (Shirtsleeve Session), October 16, 2012 (Special Meeting), October 17, 2012 (Regular Meeting), October 23, 2012 (Shirtsleeve Session), October 30, 2012 (Shirtsleeve Session), and October 30, 2012 (Special Meeting) were approved as written.

C-3 Accept Quarterly Report of Purchases Between \$10,000 and \$20,000 (CM)

Accepted the quarterly report of purchases between \$10,000 and \$20,000.

C-4 Accept Quarterly Investment Report as Required by the City of Lodi Investment Policy (CM)

Accepted the quarterly investment report as required by the City of Lodi Investment Policy.

C-5 Adopt Resolution Approving the City of Lodi Annual Investment Policy and Internal Control Guidelines (CM)

Adopted Resolution No. 2012-172 approving the City of Lodi Annual Investment Policy and Internal Control Guidelines.

C-6 Adopt Resolution Authorizing the City Manager to Execute a Professional Services Agreement with the Salvation Army to Verify Eligibility for the Lodi SHARE Rate Discount

Program (\$19,000) (EUD)

Adopted Resolution No. 2012-173 authorizing the City Manager to execute a professional services agreement with the Salvation Army to verify eligibility for the Lodi SHARE Rate Discount Program in the amount of \$19,000.

C-7 Adopt Resolution Supporting the Stop Theft of Power Act (EUD)

Adopted Resolution No. 2012-174 supporting the Stop Theft of Power Act.

C-8 Adopt Resolutions Authorizing the Lodi Police Department to Participate in a Selective Traffic Res. Enforcement Program Grant and Traffic Initiative Grant Funded by the Office of Traffic Safety and Appropriating Funds (\$182,750) (PD)

Adopted Resolution No. 2012-175 authorizing the Lodi Police Department to Participate in a Selective Traffic Enforcement Program Grant and Resolution No. 2012-176 authorizing participation in a Traffic Initiative Grant both funded by the Office of Traffic Safety and appropriating funds in the amount of \$182,750.

- D. Comments by the Public on Non-Agenda Items
THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES. The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted. Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Gordon Schmierer, representing Tree Lodi, invited the City Council and the public to participate in the Tree Clinic at DeBenedetti Park on November 10, 2012.

E. Comments by the City Council Members on Non-Agenda Items

Council Member Johnson commended the local City Council candidates on positive, well-run campaigns during the election season and suggested a future Shirtsleeve Session be held to review options associated with economic development.

Council Member Hansen congratulated Council Member Johnson and Mayor Mounce on their re-election and commended those associated with the success of the Sandhill Crane Festival, which occurred last weekend.

F. Comments by the City Manager on Non-Agenda Items

None.

G. Public Hearings - None

H. Communications

H-1 Appointment to the Lodi Improvement Committee (CLK)

Mayor Mounce made a motion, second by Council Member Johnson, to make the following appointment:

Lodi Improvement Committee

Jarred Ditmore, term to expire March 1, 2015

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Mounce

Noes: None

Absent: Mayor Pro Tempore Nakanishi

I. Regular Calendar

I-1 Adopt Uncodified Interim Urgency Ordinance to Establish a Moratorium on 1) the Outdoor Cultivation of Medical Marijuana within the City of Lodi and 2) the Indoor Cultivation of Medical Marijuana that Creates a Public Nuisance (CA)

City Attorney Schwabauer provided a brief overview of the proposed interim urgency ordinance as set forth in the staff report, stating the proposed moratorium prohibits outdoor growth in its entirety and prohibits indoor growth if others, including neighbors, can see or smell it.

In response to Council Member Hansen, Mr. Schwabauer stated the proposed moratorium is for 45 days, during which the Council can adopt a permanent solution or extend the moratorium for another ten and a half months for a total moratorium period of one year.

In response to Mayor Mounce, Mr. Schwabauer confirmed that the harvest period for outdoor growth is over and under the proposed ordinance indoor growth can continue as long as it cannot be seen or smelled.

The following individuals spoke in regard to the proposed moratorium, generally supporting the moratorium while a permanent solution is found through mutual consensus between the City, users, neighbors, law enforcement, and other interested parties:

Angel Raich
Bill Pearce
Joshua Dougherty
Lanette Davies
Robin Rushing
Cindy Harris
Lauren (Last Name Unknown)

Council Member Hansen requested comparative cost and growth information for outdoor and indoor growth of medical marijuana.

Council Member Johnson made a motion, second by Council Member Katzakian, to adopt uncodified interim urgency Ordinance No. 1867 to establish a moratorium on 1) the outdoor cultivation of medical marijuana within the City of Lodi and 2) the indoor cultivation of medical marijuana that creates a public nuisance.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Mounce

Noes: None

Absent: Mayor Pro Tempore Nakanishi

I-2 Approve Lodi Tourism Business Improvement District 2013 Annual Report, Adopt Resolution of Intention to Levy Annual Assessment, and Set Public Hearing for November 21, 2012, to Consider the Proposed Assessment (CM)

Nancy Beckman, Executive Director of Visit Lodi, provided a PowerPoint presentation regarding the annual report from Visit Lodi. Specific topics of discussion included the 2012 year in review, improving economy, transient occupancy tax numbers from wineries, advertising, trade shows, visitor information, consumer promotions, social media, marketing pieces, group sales, and planned improvements at the new office site for Visit Lodi.

In response to Mayor Mounce, Ms. Beckman confirmed that the new site rent is \$2,900 monthly, the old site rent was \$1,170 monthly, the leased equipment includes the copier and postage machines, advertising is for on-line and print ads, promotions include the website and guides and maps, maintenance includes janitorial and building maintenance, and the three full-time positions include her position as Executive Director.

Council Member Hansen made a motion, second by Council Member Katzakian, to approve Lodi Tourism Business Improvement District 2013 Annual Report, adopt Resolution of Intention No. 2012-177 to levy annual assessment, and set public hearing for November 21, 2012, to consider the proposed assessment.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Mounce

Noes: None

Absent: Mayor Pro Tempore Nakanishi

I-3 Adopt Resolution Approving Debt Management Policy (CM)

Deputy City Manager Jordan Ayers provided a brief overview of the proposed Debt Management Policy as set forth in the staff report, stating the proposed policy reflects best practices and standards.

In response to Mayor Mounce, Mr. Ayers confirmed that an inter-fund transfer, such as impact fee funds utilized for fire station improvements, would need to come before the Council for approval and that can be written into the policy as suggested.

In response to Council Member Hansen, Mr. Bartlam stated that, while the proposed policy does not provide a set number for the debt ceiling amount, issuing debt in the City of Lodi has been a last resort practice and will continue to be so.

In response to Mayor Mounce, Mr. Bartlam stated the policy could be revised to include a debt ratio analysis based on government industry standards as suggested when new debt is issued.

Council Member Hansen made a motion, second by Mayor Mounce, to adopt Resolution No. 2012-178 approving the Debt Management Policy.

VOTE:

The above motion carried by the following vote:

Ayes: Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Mounce

Noes: None

Absent: Mayor Pro Tempore Nakanishi

J. Ordinances - None

K. Adjournment

There being no further business to come before the City Council, the meeting was adjourned at 9:00 p.m.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
SHIRTSLEEVE SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, NOVEMBER 13, 2012**

A. Roll Call by City Clerk

An Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was held Tuesday, November 13, 2012, commencing at 7:00 a.m.

Present: Council Member Hansen, Council Member Johnson, Council Member Katzakian, and Mayor Pro Tempore Nakanishi

Absent: Mayor Mounce

Also Present: City Manager Bartlam, City Attorney Schwabauer, and City Clerk Johl

B. Topic(s)

B-1 Parks, Recreation and Cultural Services Update (PRCS)

Parks, Recreation and Cultural Services Interim Director Jeff Hood provided a PowerPoint presentation regarding the department services update. Specific topics of discussion included division accomplishments, department finances, program and rental deficits, focus in divisions for upcoming year, exploring other avenues for revenues, and long-term challenges.

In response to Council Member Johnson, Mr. Hood stated DeBenedetti Park is currently available for walk on use and scheduled use will occur in mid-2013 when the Americans with Disabilities Act (ADA) improvements are complete.

In response to Council Member Hansen, Mr. Hood reviewed the ADA improvements scheduled for DeBenedetti Park and stated Phase III Grape Bowl improvements will start after Thanksgiving and staff is hopeful that graduation at the Grape Bowl will not be affected.

In response to Mayor Pro Tempore Nakanishi, Mr. Hood confirmed that there were some savings realized from the merger and resulting efficiencies over the last two years.

In response to Council Member Hansen, Mr. Hood stated box office sales and reduced rental revenue are a large part of the deficit. Mr. Hood stated based on recent comparisons with other communities, the facility's rental rates are slightly less than private facilities and they are more flexible with respect to caterer usage.

In response to Mayor Pro Tempore Nakanishi, Mr. Hood stated the rental revenue was budgeted at \$260,000 and the actual revenue realized was \$233,000. Mr. Hood reviewed the various spaces at Hutchins Street Square (HSS) available for rent.

In response to Council Member Hansen, Mr. Hood confirmed that staff is continuing to work with Visit Lodi to showcase potential rental opportunities at HSS.

In response to Council Member Johnson, Mr. Hood confirmed that the Jimmy Buffet tribute concert provided approximately \$1,500 in net revenue for the City.

In response to Mayor Pro Tempore Nakanishi, Mr. Hood confirmed various rental rates for different spaces at HSS.

In response to Council Member Hansen, Mr. Hood stated the combined position of a recreation

supervisor and community center manager appears to be working well as that individual has taken on additional duties and works on special events.

In response to Council Member Hansen, Mr. Hood stated he is hopeful that Roget Park will open in December.

In response to Council Member Hansen, Mr. Hood confirmed that volunteers perform work that is supplemental to that of the department's employees.

In response to Council Member Katzakian, Mr. Hood stated he anticipates an increased interest in the Grape Bowl for larger events when the improvements are complete.

In response to Council Member Katzakian, Mr. Hood stated the Bridge Towne Homeowners Association may be able to pay for one-half of the \$10,000 needed for the Katzakian Park restroom improvements resulting from the arson attack and staff will continue to follow up on that opportunity.

In response to Council Member Johnson, City Attorney Schwabauer stated he is not aware of any prohibitions against constructing a unisex restroom at Katzakian Park. Mr. Hood stated Katzakian Park is often used by groups of 100 or more and there is a need for multiple restrooms if possible.

In response to Mayor Pro Tempore Nakanishi, Mr. Bartlam and Mr. Hood stated if vandalism continues at a particular site, the City, similar to other communities, can permanently close the restrooms or implement stronger deterrence methods.

In response to Council Member Hansen, Mr. Hood confirmed that the Joint Use Agreement (JUA) with the school district is not in balance with respect to mutual facility usage and staff is in the process of researching the related direct and indirect expenses associated with the school district's use of City facilities.

In response to Council Member Johnson, Mr. Hood confirmed that the school district will not be waiving the rental fee for after school daycare in 2013/14 and that issue will be likely coming before the City Council again this year.

In response to Council Member Hansen, Mr. Hood stated the Grape Bowl is the biggest piece of the JUA for the school district and it did deny a request for more use of the high school gyms.

Council Member Johnson suggested a joint meeting between the City Council and the school district board after the first of the year to ensure all the issues related to the JUA are discussed.

A brief discussion ensued between Council Member Hansen and Mr. Hood regarding opportunities for public-private partnerships when providing services and the need to update the department's master plan documents to ascertain the current needs of the community.

In response to Council Member Hansen, Mr. Hood stated that, with respect to the study of access to the river, aerial photographs are being taken, methane level testing is being conducted, and the County Health Department will notify the City thereafter.

In response to Mayor Pro Tempore Nakanishi, Mr. Hood stated that, after a current assessment of the community's recreational needs is complete, services and programs may be implemented through a variety of funding sources including public-private partnerships, grants, sponsorships, and recommitted current funds.

In response to Council Member Johnson, Mr. Hood stated the department does continue to have

a relationship with the California Park and Recreation Society.

Mayor Pro Tempore Nakanishi requested comparison data for similarly sized cities showing the recreation-related services that are provided and the corresponding costs.

Ed Miller suggested utilizing a matrix to compare JUA direct and indirect costs for both the school district and the City and adjusting or eliminating the JUA as needed thereafter.

In response to Myrna Wetzel, Mr. Hood provided a historical overview of the Camp Hutchins program, its users, and related costs. Ms. Wetzel also expressed her concern about contracting out for services.

C. Comments by Public on Non-Agenda Items

None.

D. Adjournment

No action was taken by the City Council. The meeting was adjourned at 8:10 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Approve Plans and Specifications and Authorize Advertisement for Bids for Pumping Equipment Replacement and Improvements at Well No. 19

MEETING DATE: November 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve plans and specifications and authorize advertisement for bids for pumping equipment replacement and improvements at Well No. 19.

BACKGROUND INFORMATION: City Water Well No. 19, located at 601 West Harney Lane, was constructed in June 1980 and produces approximately 1,200 gpm of very high-quality water. The well was taken off-line in August 2012 due to failure of the pump. An inspection of the well and pumping equipment was conducted in August 2012 by Layne Christensen Pump Company. This inspection found that two of the intermediate bowl assemblies were excessively worn, the pump shaft required replacement and the suction impeller was catastrophically damaged. The cost to repair these assemblies with appropriate tolerances would exceed the cost of replacement of the pump and pumping assemblies. The inspection also showed a medium-to-heavy build-up of growth in the louvered screens at the 330-foot depth that needs to be cleaned prior to the well being placed back in service.

This project consists of installation of a new submersible well pump, replacement of column pipe, cleaning of the screens, and system start-up testing. The cost of this project is estimated at \$100,000. The plans and specifications are on file in the Municipal Service Center of the Public Works Department. The planned bid opening date is December 19, 2012.

FISCAL IMPACT: There will be no change in operations costs.

FUNDING AVAILABLE: Funding will be identified at project award.

F. Wally Sandelin
Public Works Director

Prepared by Kathryn Garcia, Compliance Engineer
FWS/KMG/pmf
cc: Deputy Public Works Director – Utilities
Utilities Superintendent
Compliance Engineer

APPROVED: _____
Konradt Bartlam, City Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for 2012 Streets Crack Sealing Project

MEETING DATE: November 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for 2012 streets crack sealing project.

BACKGROUND INFORMATION: The contract was awarded to Graham Contractors, Inc., of San Jose, in the amount of \$79,216.02, on June 20, 2012. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

The project consisted of crack sealing approximately 2,300,000 square feet of various City streets to prevent asphalt failure due to water infiltration into the street sub-grade. Crack sealing is one of the most cost-effective preventative maintenance practices for the City's roadway system, but the work can only be performed during the warm summer months. The project was completed on September 13, 2012. There were no change orders and the final contract price was \$79,216.02. Representative pictures of the project are included as Exhibit A.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: Crack sealing extends the useful life of City streets.

FUNDING AVAILABLE: This project was funded by Measure K Maintenance Funds (325028).

F. Wally Sandelin
Public Works Director

Prepared by Kathryn E. Garcia, Compliance Engineer
FWS/KMG/pmf
Attachment
cc: Deputy Public Works Director – Utilities
Compliance Engineer

APPROVED: _____
Konradt Bartlam, City Manager





CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Accept Improvements Under Contract for 2012 Alley Reconstruction Project

MEETING DATE: November 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Accept improvements under contract for 2012 alley reconstruction project.

BACKGROUND INFORMATION: The contract was awarded to Biondi Paving, Inc., of Sacramento, on May 16, 2012, in the amount of \$128,550.50. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

This project consisted of the reconstruction of the alley north of Pine Street, from Stockton Street to Washington Street, and the alley north of Flora Street, from Garfield Street to Cherokee Lane, with 427 tons of asphalt concrete and the installation of 915 lineal feet of pervious concrete alley gutter. Representative pictures of the project are included as Exhibit A.

The contract completion date was September 7, 2012. The final contract price was \$137,606.70. The difference between the contract amount and the final contract price is due to increases in contract unit quantities installed for excavation, compaction asphalt and pervious concrete based on field condition requirements (\$9,056.20).

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: The project will reduce maintenance costs in the reconstructed alleys.

FUNDING AVAILABLE: This project was funded by 2010/11 and 2011/12 Community Development Block Grant (CDGB) funds.

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GW/pmf
Attachment
cc: Deputy Public Works Director – Utilities
Neighborhood Services Manager

APPROVED: _____
Konradt Bartlam, City Manager





CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Accepting Improvements Under Contract for Hutchins Street Reconstruction Project and Appropriating Funds (\$186,722)

MEETING DATE: November 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution accepting improvements under contract for Hutchins Street reconstruction project and appropriating funds in the amount of \$186,722.

BACKGROUND INFORMATION: The contract was awarded to A. M. Stephens Construction Company, Inc., of Lodi, on May 16, 2012, in the amount of \$863,466.53. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

The project reconstructed and widened Hutchins Street from Lodi Avenue to Pine Street with asphalt concrete pavement, new sidewalks and handicap ramps. The project also included wastewater and storm drain improvements and the relocation of an existing water main. Representative pictures of the project are included as Exhibit A.

The contract completion date was September 21, 2012. The final contract price was \$997,808.14. The difference between the contract amount and the final contract price is mainly due to the following:

- Change Order No. 1 which included the addition of 224 lineal feet of concrete median at Lodi Avenue, additional demolition work, installation of two additional street lights, installation of 200 additional feet of street light wiring, replacement of a damaged traffic signal pole and various additional underground utility work (\$42,350.79). The cost to replace the damaged signal pole (\$8,420.88) was paid for by operating funds and is not requested in the additional appropriation amount.
- Change Order No. 2 which included installation of one additional street light and conduits at Pine Street, additional asphalt removal and replacement on Oak Street (west) to alley, replacement of sewer manhole cone, additional landscape work at numerous residences to coordinate with new sidewalk elevation, and removal of three trees in conflict with underground utilities (\$29,451.32).
- Change Order No. 3 which included work related to various unknown underground utility issues which were necessary to complete base contract work (\$20,242.54).
- Increases in contract unit quantities installed for miscellaneous paving, concrete cuts, gutter, sidewalks, driveways, relocation of fire hydrants, one additional water service and 230 additional feet of 8-inch waterline based on field condition requirements (\$42,296.96).

The FY11/12 budget appropriated \$1,056,016 toward the construction of the Hutchins Street project. The final project construction costs including staff time, geotechnical engineering services, and other

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Accepting Improvements Under Contract for Hutchins Street Reconstruction Project
and Appropriating Funds (\$186,722)

November 21, 2012

Page 2

miscellaneous costs is \$1,058,610. Of the initial appropriation, only the original contract amount of \$863,467 was carried over to FY12/13 for the project. As stated above, the cost to replace a damaged traffic signal pole (\$8,420.88) was paid for with operating funds and is not requested in the appropriation amount.

Staff requests Council appropriate funds to supplement the difference between the final project cost and the original contract amount, less the cost for replacing the signal pole.

Final Project Cost	\$1,058,610.00
Original Contract Amount	(\$863,467.00)
Cost to replace signal pole	<u>(\$ 8,420.88)</u>
Requested Appropriation	\$186,722.12

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

FISCAL IMPACT: There will be a decrease in the street maintenance cost for this section of Hutchins Street.

FUNDING AVAILABLE: This project was funded by Measure K (325040), Wastewater Capital (171014), and Water Capital (181014) funds.

Requested Appropriation:

Water Capital (181014):	\$43,000
Wastewater Capital (171014)	\$17,600
Measure K (325040)	<u>\$126,122</u>
Total Appropriation Request	\$186,722

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GW/pmf
Attachment
cc: Deputy Public Works Director – Utilities



1. AA# _____

2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	11/08/2012
4. DEPARTMENT/DIVISION: Public Works			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	325		3205	Fund Balance	\$ 126,122.00
	171		3205	Fund Balance	\$ 17,600.00
	181		3205	Fund Balance	\$ 43,000.00
B. USE OF FINANCING	325	325040	7720	Hutchins Street Reconstruction	\$ 126,122.00
	171	171014	1825.1850	Hutchins Street Reconstruction	\$ 17,600.00
	181	181014	1825.2150	Hutchins Street Reconstruction	\$ 43,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Contract with A.M. Stephens Construction for the Hutchins Street Reconstruction project.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: Chilcote for EWS

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING
IMPROVEMENTS UNDER CONTRACT FOR HUTCHINS STREET
RECONSTRUCTION PROJECT AND FURTHER APPROPRIATING
ADDITIONAL FUNDS FOR THE PROJECT

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WHEREAS, the Hutchins Street Reconstruction Project was awarded to A. M. Stephens Construction Company, Inc., of Lodi, on May 16, 2012, in the amount of \$863,466.53; and

WHEREAS, the contract has been completed in substantial conformance with the plans and specifications approved by City Council; and

WHEREAS, the project reconstructed and widened Hutchins Street from Lodi Avenue to Pine Street with asphalt concrete pavement, new sidewalks and handicap ramps. The project also included wastewater and storm drain improvements and the relocation of an existing water main; and

WHEREAS, the Fiscal Year 2011/12 budget appropriated \$1,056,016 toward the construction of the Hutchins Street project; however, only the original contract amount of \$863,467 was carried over to Fiscal Year 2012/13 for the project; and

WHEREAS, staff recommends appropriating funds to supplement the difference between the final project cost and the original contract amount, less the cost for replacement of a signal pole.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept the improvements under the contract for the Hutchins Street Reconstruction Project and directs the City Engineer to file a Notice of Completion with the County Recorder's Office; and

BE IT FURTHER RESOLVED that funds in the amount of \$186,722 be appropriated from Water Capital, Wastewater Capital and Measure K funds for this project.

Dated: November 21, 2012

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I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Accepting Improvements Under Contract for 2012 Disabled Access Improvements, Various Locations, and Appropriating Funds (\$48,001)

MEETING DATE: November 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution accepting improvements under contract for 2012 disabled access improvements, various locations, and appropriating funds in the amount of \$48,001.

BACKGROUND INFORMATION: The contract was awarded to A. M. Stephens Construction Company, Inc., of Lodi, on May 16, 2012, in the amount of \$93,624.66. The contract has been completed in substantial conformance with the plans and specifications approved by City Council.

The work consisted of installing wheelchair ramps at the southwest corner of Turner Road and Pleasant Avenue, all four curb returns at the intersection of Pleasant Avenue and Eureka Avenue, the southeast corner of Washington Street and Concord Street, and the northeast and northwest corners of Washington Street and Poplar Street. This project also installed an ADA-compliant concrete alley approach on Oak Street at the alley east of Main Street and new sidewalk on Washington Street facing the Lodi Boys & Girls Club. Representative pictures of the project are included as Exhibit A.

The contract completion date was September 21, 2012. The final contract price was \$141,625.72. The difference between the contract amount and the final contract price is due to the following:

- Change Order No. 1 which included changing the storm drain pipe material to ductile iron pipe to meet field condition requirements and additional field-verified concrete unit increases adding two additional alley approaches along Pleasant Avenue (\$44,708.06).
- Increase in contract unit quantities installed. Additional asphalt paving and one side inlet catch basin were required to meet field conditions (\$3,293.00).

The FY11/12 budget allocated \$133,060.71 toward the 2012 disabled access improvements. Only the original contract amount of \$93,624.66 was carried over to FY12/13. Staff requests Council appropriate the remaining Community Development Block Grant (CDBG) allocation amount of \$34,278 and an additional \$13,723 of Measure K Maintenance funds to supplement the difference between the final project costs and the total amount of CDBG allocation available.

Following acceptance by the City Council, as required by law, the City Engineer will file a Notice of Completion with the County Recorder's office. The notice serves to notify vendors and subcontractors that the project is complete and begins their 30-day period to file a stop notice requiring the City to withhold payments from the prime contractor in the event of a payment dispute.

APPROVED: _____
Konradt Bartlam, City Manager

FISCAL IMPACT: There could be a slight increase in long-term maintenance costs associated with the additional sidewalk on Washington Street.

FUNDING AVAILABLE: This project was funded by 2011/12 CDBG and Measure K Maintenance funds.

Appropriation Request:	
Measure K Maintenance Funds (325)	\$13,723
CDBG FY11/12 (459)	<u>\$34,278</u>
Total Appropriation Request	\$48,001

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Gary Wiman, Construction Project Manager
FWS/GW/pmf
Attachment
cc: Deputy Public Works Director – Utilities
Neighborhood Services Manager



1. AA# _____

2. JV# _____

CITY OF LODI APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Rebecca Areida-Yadav	5. DATE:	11/01/2012
4. DEPARTMENT/DIVISION: Public Works			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	325		3205	Fund Balance	\$ 13,723.00
	459	4591	5564	CDBG	\$ 34,278.00
B. USE OF FINANCING	325	325054	7720	Misc St/Sidewalk Imprv	\$ 13,723.00
	459	4591102	7700	ADA Curb Ramps	\$ 34,278.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

2012 Disabled Access Improvements contract

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.

Department Head Signature: Cheryl for FWS

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager

Date

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL ACCEPTING
IMPROVEMENTS UNDER CONTRACT FOR 2012 DISABLED
ACCESS IMPROVEMENTS, VARIOUS LOCATIONS, AND FURTHER
APPROPRIATING ADDITIONAL FUNDS FOR THE PROJECT

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WHEREAS, the 2012 Disabled Access Improvements Project, Various Locations, was awarded to A. M. Stephens Construction Company, Inc., of Lodi, on May 16, 2012, in the amount of \$93,624.66; and

WHEREAS, the contract has been completed in substantial conformance with the plans and specifications approved by City Council; and

WHEREAS, the project consisted of the installation of wheelchair ramps at the southwest corner of Turner Road and Pleasant Avenue, all four curb returns at the intersection of Pleasant Avenue and Eureka Avenue, the southeast corner of Washington Street and Concord Street, and the northeast and northwest corners of Washington Street and Poplar Street and the installation of an ADA-compliant concrete alley approach on Oak Street at the alley east of Main Street and new sidewalk on Washington Street facing the Lodi Boys & Girls Club. A contract change order added minor storm drain and paving modifications, along with two additional alley approaches along Pleasant Avenue; and

WHEREAS, the Fiscal Year 2011/12 budget allocated \$133,060.71 toward the 2012 Disabled Access Improvements Project, however, only the original contract amount of \$93,624.66 was carried over to Fiscal Year 2012/13. Staff recommends the appropriation of the remaining Community Development Block Grant (CDBG) allocation amount of \$34,278 and an additional \$13,723 of Measure K Maintenance funds to supplement the difference between the final project costs and the total amount of CDBG allocation available.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby accept the improvements under the contract for the 2012 Disabled Access Improvements Project, Various Locations, and directs the City Engineer to file a Notice of Completion with the County Recorder's Office; and

BE IT FURTHER RESOLVED that funds in the amount of \$48,001 be appropriated from Measure K Maintenance and Community Development Block Grant funds for this project.

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolutions Authorizing City Manager to Execute Third Amendment to Woodbridge Irrigation District Water Purchase Agreement and Lease Agreement for Assessor Parcel No. 015-160-16

MEETING DATE: November 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolutions authorizing City Manager to execute Third Amendment to Woodbridge Irrigation District Water Purchase Agreement and Lease Agreement for Assessor Parcel No. 015-160-16.

BACKGROUND INFORMATION: In 2003, the City entered into a water purchase agreement with Woodbridge Irrigation District (WID) to purchase a long-term water supply. The 40-year agreement provides the City with 6,000 acre-feet annually (about one third of our current demand) and a “banking” period in which water is paid for but not utilized. Banked water would be provided to the City as available during the later years of the agreement.

The City and WID entered into two amendments to the Water Purchase Agreement in January 2008 and April 2009. The amendments allow the City to bank additional water through 2010 while constructing the Surface Water Treatment Facility and accommodate WID’s sale of water to the City of Stockton.

The Third Amendment to the Water Purchase Agreement is attached as Exhibit A and makes the following major changes:

- WID agrees to retroactively bank the 2011 and 2012 water that the City was unable to use during the construction of the Surface Water Treatment Facility.
- Lodi agrees to install additional filtration facilities and engage in storm water management practices to prevent garbage or other contaminants from entering the WID canal. The filtration system is expected to cost approximately \$50,000. In addition, summer storm water flows will be held in the DeBenedetti Park basin for settling before being discharged to the WID canal.

The Lease Agreement is attached as Exhibit B and establishes the ground lease for the Water Treatment Facility Raw Water Pump Station. The term of the lease is concurrent with the Water Purchase Agreement. Through the term of the Lease, the City agrees to pay WID \$1,000 annually and to install frontage improvements (curb, gutter, sidewalk and storm drainage) along the larger parcel that includes the leased property (Orange Street and East Carolina Street). The improvements will be timed with any development on the larger parcel by WID and will be terminated if they cannot be engineered to permit gravity-fed drainage through Orange Street and East Carolina Street. If the City does install the improvements, the City would likely need to amend its storm water agreement with the County to take this additional storm water.

APPROVED: _____
Konradt Bartlam, City Manager

FISCAL IMPACT: Third Amendment to Water Purchase Agreement: \$50,000 for filtration device

Lease: \$1,000 annual rent and potential future frontage construction costs of \$65,000

FUNDING AVAILABLE: Surface Water Treatment Plant Operating (180461)

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

FWS/pmf

Attachments

cc: Anders Christensen, Woodbridge Irrigation District
Dan O'Hanlon, KMTG
Charlie Swimley, Deputy Public Works Director/City Engineer
Larry Parlin, Deputy Public Works Director – Utilities

**THIRD AMENDMENT TO 2003 AGREEMENT FOR PURCHASE OF WATER
FROM WOODBRIDGE IRRIGATION DISTRICT BY CITY OF LODI**

The CITY of LODI and the WOODBRIDGE IRRIGATION DISTRICT agree that the May 13, 2003 “Agreement for Purchase of Water from the Woodbridge Irrigation District by the City of Lodi,” as amended by the First Amendment on January 17, 2008 and by the Second Amendment on April 9, 2009, is further amended this ____ day of _____, 2012 as follows.

1. Section 3.e. of the Agreement is amended by the following deletion and insertion on lines 3 and 4:

e. Commencing on January 1 of the seventh year following the year in which execution of this Agreement occurs, the amounts payable to the District under paragraph 1, and the amounts payable to the District under subparagraphs 3.b. and 3.d, shall be increased by two percent per year above the amounts payable during the preceding calendar year. In the event that the annual change in the Consumer Price Index (CPI-W, unadjusted U.S. average) published in December of each year by the United States Bureau of Labor Statistics, commencing in December in the year preceding such seventh year, has increased more than two (2) percent above the December Index of the prior year, the increases in the amounts payable in the ensuing year shall be in the percentage of that increase; provided that any such annual increase shall not exceed five percent (5%).

2. A new subparagraph d. relating to additional banked water is inserted in Section 8, as follows:

d. Supplemental Tier II Banked Water Account. Lodi is unable to begin the use of its 6,000 acre-foot annual water entitlement from the District in the year 2011, and may be unable to use all of its 6,000 acre-foot entitlement in year 2012. District agrees that Lodi shall have the right to bank the unused water during the years 2011 and 2012 in a supplemental “Tier II banked water account” with the District, in addition to the 42,000 acre-feet of water already banked under paragraph 8.a., but not to exceed an additional 12,000 acre-feet, under the following terms. Such Tier II banked water shall be available to Lodi during the term of this Agreement (up to October 15, 2047), after all of Lodi’s 42,000 acre-feet of already-banked water under paragraph 8.a. and all of its then-accrued deficiency banked water under paragraph 8.b., has been requested by and made available to Lodi. The Tier II banked water shall be delivered to Lodi on its request, at no additional charge, in such years at such times and in such amounts as the District has additional water available, as determined solely by the District, that is in excess of the District’s delivery obligations in that year under the following:

- a) the 6,000 a.f. contract water entitlement of Lodi,
- b) the 6,500 a.f. contract water entitlement of Stockton,
- c) any water that may be requested by Stockton that remains in its banked water account,

- d) Any water that either Lodi or Stockton are entitled to purchase under their respective Agreements resulting from annexation of agricultural lands;
- e) Any water Stockton desires to purchase under its existing contract with WID for the purchase of additional available water (which is subject to Lodi's right to purchase such additional water on a parity with Stockton).

3. The existing subsection 8.d. is renumbered to 8.e., as follows:

e. Except as provided in subparagraph a, no credits shall accrue for water that is available to but is unused by the City.

4. A new Section 14.b. is inserted, as follows:

14.b. Improvements to City's Storm Drain System which discharges water into District's South Main Canal. In order to minimize impacts to the quality of the water conveyed by the District through its South Main Canal system, which is used by the District to deliver water to its agricultural customers and to deliver water to the City of Stockton for municipal purposes, and to comply with the City's obligation under its Storm Water Management Plan which requires the City to reduce and eliminate pollutant discharges to the maximum extent practicable from its storm water system into waters tributary to waters of the U.S., City shall take the following steps to eliminate and reduce from the waters discharged from the City's storm water system into the District Canal any contaminants or toxic substances, including plant debris, fertilizers, pesticides, dirt, wastes, or automotive fluids, that may be contained in said discharged waters:

- During the periods each year the District is conveying water in the South Main Canal for delivery to its users (which begins on or after March 1 and ends on or before October 31), City will reroute the drainage into the District's Canal from the City's storm water system at its pump station at Century Station, into City's DeBenedetti detention basin, for settling, storage and evaporation and percolation into the groundwater basin. In the event the DeBenedetti basin fills, flows of settled water will be redirected back to Century Station for discharge to the District's Canal long enough to create additional storage and settling capacity in the DeBenedetti basin. The process will be repeated as necessary to prevent the direct discharge from the City's Storm Drain System into the District Canal during the remainder of the period the District is scheduled to deliver water that season, i.e., up to October 31.
- Installation and maintenance of a trash removal system capturing substantially all of the Shady Acres water shed at a technically feasible location that utilizes current available separation technology. The system shall be approved by the District and will be designed with the capacity to remove trash and grass, but the City only guarantees the installation of a system so designed.

///

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///

(signatures on the following page)

WOODBIDGE IRRIGATION DISTRICT

Dated: _____, 2012

WILLIAM STOKES
President

ATTEST:

APPROVED AS TO FORM:

ANDERS CHRISTENSEN
District Secretary

DANIEL F. GALLERY
Attorney for Woodbridge Irrigation District

CITY OF LODI, a California municipal
corporation

Dated: _____, 2012

KONRADT BARTLAM
City Manager

ATTEST:

APPROVED AS TO FORM:

RANDI JOHL, City Clerk

D. STEPHEN SCHWABAUER
City Attorney



11/02/12

Recorded by, and when
recorded return to:

Woodbridge Irrigation District
18777 No. Lower Sacramento Rd.
Woodbridge, CA 95258

LEASE OF WOODBRIDGE IRRIGATION DISTRICT TO CITY OF LODI
OF A PARCEL FOR LODI'S WATER SYSTEM PUMPING PLANT

1. Woodbridge Irrigation District ("District") hereby leases to the City of Lodi ("City"), on the terms herein set forth, that property which is described on Exhibit A attached hereto and depicted on the plat map attached as Exhibit B, and which is hereinafter referred to as the Leased Property. The Leased Property is an 85-foot by 111-foot portion of the District's Assessor's Parcel No. 015-160-16, and is located south of the District's Canal. The Leased Property is shown as a portion of the District's Parcel 16 on the current San Joaquin County Assessor's Map No. 015-16 attached hereto as Exhibit C. The location of the Property is also indicated on the aerial map attached hereto as Exhibit D.

2. The Leased Property shall be used by City only for the installation, operation, maintenance and repair of a pump station and appurtenant facilities to pump water to City's new water treatment plant to the south, which water is delivered to City by the District from the District's Canal on the east side of Lower Sacramento Road (Main Street), and for no other purposes. The lease shall terminate if City ceases use of the parcel for such purposes for more than one year. This termination provision shall not be triggered if WID water is not available for delivery to the City. City shall not assign or transfer the lease or sublet any interest in the Leased Property to any other party without the express consent of the District.

3. The term of the lease shall be for the same term as the Agreement for Purchase of Water from the District by the City of Lodi entered into on May 13, 2003, and amended on January 17, 2008, which amendment extended the initial 40-year term of the Water Purchase Agreement to October 15, 2047. The January 17, 2008 amendment also included a provision for renewal of the Water Purchase Agreement for an additional forty (40) years, on the terms stated in the amendment. Provided that the City is in compliance with the requirements and conditions of this Lease, the term of this Lease may also be renewed for an additional forty (40) years, i.e., to October 15, 2087, on terms and conditions that are reasonable and equitable and concurrently with a renewal of the Water Purchase Agreement.

4. During the term of the Lease, the District will provide non-consumptive water to the Leased Property from the District's well for incidental uses in and around the City's

pumping station, including landscaping, washing down buildings and equipment. The District will install a waterline from its well to the northwest corner of the Leased Property, and City will extend the waterline from that connection point onto the Leased

Property, and on which the City will install and maintain a water meter at a location approved by the District together with a shutoff valve and a backflow prevention device. District will bill the City annually for the use of the water at a rate of \$2.50 per 1,000 gallons, which rate will be increased by five percent (5%) per year, commencing on January 1 of the year following which the pumping plant has been installed on the Leased Property for a full calendar year, and the rate shall thereafter be increased by five percent each January 1 thereafter above the amount payable during the preceding calendar year. City will pay for its metered water use annually, by January 31 for the prior calendar years use.

5. The District will also grant to City an easement in or over the District's adjoining Assessor's Parcel No. 015-160-16 in a mutually acceptable location for electric service to the Leased Property, provided that said easement shall not interfere with the District's existing or future use of the District's adjoining Parcel. The term of such easement shall be to October 15, 2047, and also renewable on the same terms as the Water Purchase Agreement.

6. In consideration of this Lease, City shall do the following:

a. Pay to the District the sum of One Thousand Dollars (\$1,000) annually, payable on the 10th day of January of each year during the term of the lease, commencing on January 10, 2013.

b. At such time as the District applies to the County of San Joaquin to make improvements to the District's adjoining Assessor's Parcel No. 015-160-16, City shall obtain the necessary permits for and construct in a good and workmanlike manner in compliance with the specifications of the County and to the reasonable satisfaction of the District, new curbing, gutters, storm drainage pipelines, drainage inverts and sidewalks along the south and west boundary of the District's Parcel No. 015-160-16 as shown on the Exhibit C map, i.e., from Main Street west along the north boundary of Carolina Street to Orange Street, thence north along the east side of Orange Street, and including a concrete driveway from Orange Street onto the west side of the District's said Parcel No. 015-160-16 in a location specified by the District. City's obligations to perform the work under this subparagraph will terminate if it is not possible (physically or as a result of county permitting requirements) to accommodate the resulting drainage within the Orange Street (WID Canal to East Carolina Street) and East Carolina Street (Orange Street to Lower Sacramento Road) rights of way.

c. City shall pay any taxes or assessments imposed or levied on the Leased Property.

7. City shall cause any boundary and parcel surveys to be made by a licensed surveyor which either party deems to be necessary or appropriate with respect to the boundaries of

the Leased Property. District does not guarantee or warrant its title to the Property herein leased to City.

8. Hazardous materials

a. City shall not use or allow any hazardous materials to be used upon the Leased Property excepting for such types and kinds and in such quantities as are commonly and customarily associated with the operation of a water pumping plant, but City shall not release or dispose of any such materials on, under or about the Leased Property.

b. The District's property, of which the Leased Property is a part, is bounded by the District's Woodbridge Canal, Lower Sacramento Road (Main Street), Carolina Street and Orange Street. It was acquired by the District in 1953 from the Woodbridge Protection District No. 1, and has been used since that time for the purpose of storing miscellaneous District equipment and for storing dirt materials taken from and used on and along the District's canals and patrol roadways.

c. District has made no investigation, inspection or testing of the soils on the leased premises and makes no representation to City as to the suitability of the soils to support City's planned development, and any such investigation or inspection shall be the sole responsibility of the City.

d. District represents to the City that to the best of the actual knowledge of District's Board of Directors and of the District's Manager, but without any independent investigation having been made by the District:

- No hazardous materials have been stored, treated, handled, processed, disposed of, discharged or released on, under or from the Leased Property, or transported therefrom for storage, treatment or disposal off-site; and that
- There are no underground storage tanks or pipelines on the Leased Property.

9. District shall have the right throughout the term of the Lease to enter upon the Leased Property to read the water meter and to have the same tested, and to inspect the City's operations and activities on the Leased Property upon reasonable prior notice.

10. City shall indemnify, hold harmless and defend District, its directors, officers, agents and employees from and against any and all claims, demands, causes of action, damages, costs, losses, liabilities or expenses for, but not limited to, injury or death of any person and damages to or destruction of property of any person, occurring on the Leased Property or arising out of or in any manner directly or indirectly connected with City's use or occupation of or construction on the Leased Property or any activities thereon, however caused, except where caused by the negligence or willful misconduct of the District or its directors, officers, employees or agents.

11. The waiver by the District of any covenant herein shall not vitiate the same or any other obligation or covenant contained herein.

WOODBIDGE IRRIGATION DISTRICT

Dated: _____, 2012

WILLIAM STOKES
President

ATTEST:

APPROVED AS TO FORM:

ANDERS CHRISTENSEN
District Secretary

DANIEL F. GALLERY
Attorney for Woodbridge Irrigation District

CITY OF LODI, a California municipal
corporation

Dated: _____, 2012

KONRADT BARTLAM
City Manager

ATTEST:

APPROVED AS TO FORM:

RANDI JOHL, City Clerk

D. STEPHEN SCHWABAUER
City Attorney



11/2/12

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



BAUMBACH & PIAZZA, INC.

CIVIL ENGINEERS • LAND SURVEYORS

www.bpengineers.net

323 W. Elm Street
Lodi, CA 95240-2003
Phone (209) 368-6618
Fax (209) 368-6610

**Legal Descriptions for an Easement for the City of Lodi
Water Pumping Plant**
PROPERTY *of Leased*

An easement comprised of the following two parcels:

Parcel 1:

The south 91.00 feet of the east 85.50 feet of the following described tract of land:

All that portion of Block twenty-one (21), in THOMAS ADDITION TO THE TOWN OF WOODBRIDGE, filed for record June 27, 1878, in Volume 2 of Maps and Plats, page 61, San Joaquin County Records, lying and being South of that certain canal running through said Block 21, known and called the Woodbridge Canal.

Parcel 2:

The east 85.50 feet of the following described tract of land:

All that portion of the north twenty (20) feet (measured at right angles) of Carolina Street (100 feet wide) lying between the east right of way line of Orange Street (100 feet wide) and the west right of way line of Main Street (100 feet wide), as said Carolina Street is shown upon the map or plat entitled THOMAS ADDITION TO THE TOWN OF WOODBRIDGE, filed for record June 27, 1878, in Book of Official Maps and Plats, Volume 2, page 61, San Joaquin County Records.



EXHIBIT A

Water Pumping Plant

~~Easement~~ Plat

prepared for: City of Lodi

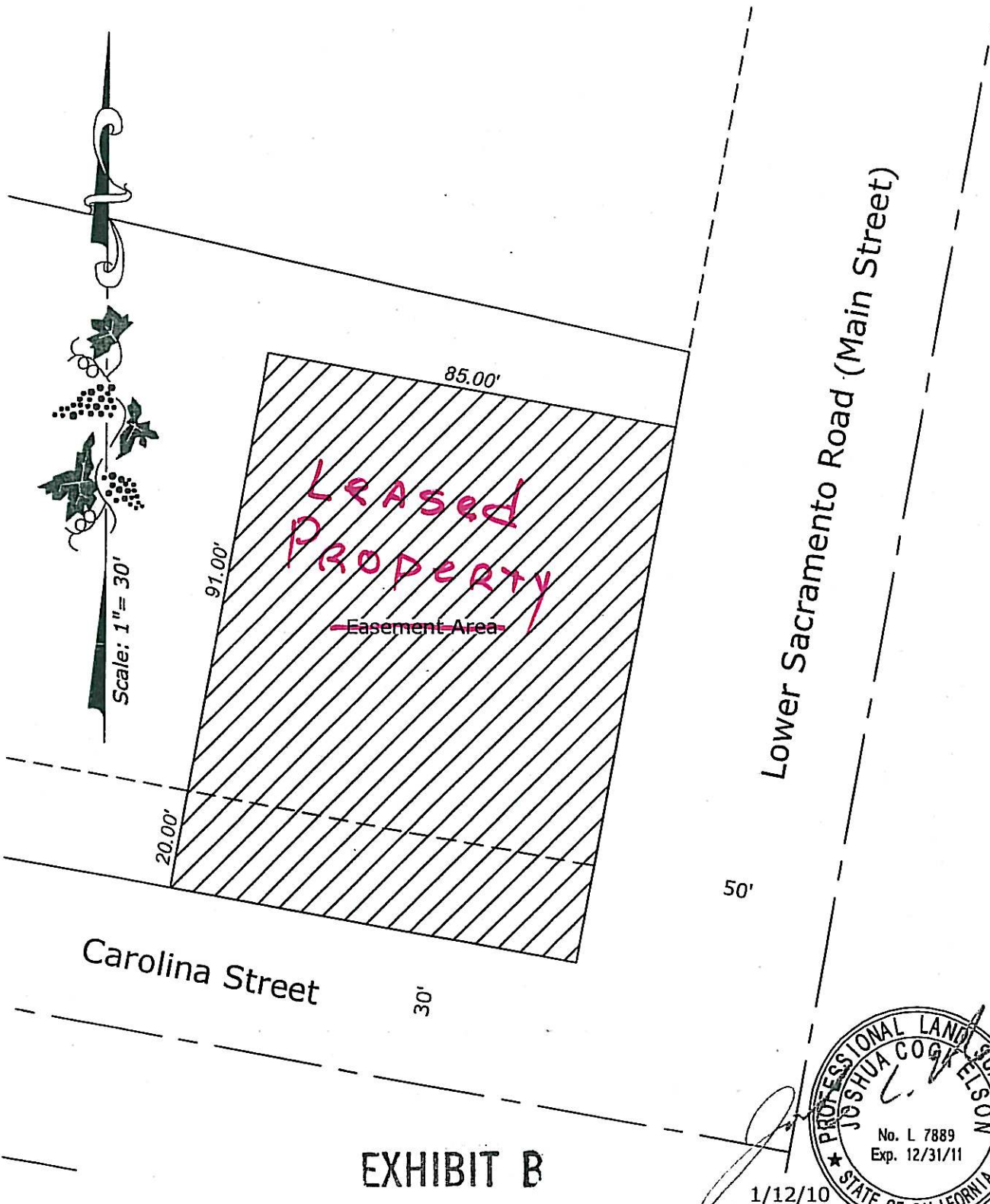


EXHIBIT B



CAUTION!!



DO NOT SCALE THIS
DRAWING IF BAR DOES
NOT MEASURE 1 INCH



PREPARED IN THE OFFICE OF:

BAUMBACH & PIAZZA, INC.

CIVIL ENGINEERS • SURVEYORS

www.bpengineers.net

209.368.6618

323 W. Elm St.

Lodi, CA 95240

14

WOODBIDGE
BLOCK 7

58

SOUTH BOUNDARY OF WOODBRIDGE RD.
14 SECTION LINE
HOMAS ADDITION

WOODBIDGE
BLOCK 8

43

ABANDONED BY
VOL. 3586 PG. 132

WOODBRIDGE IRR. DIST.
0.26 AC.

27

7

8

9

0.39 AC.

243 O.R. 84

W.I.D.

10

0.44 AC.

243 O.R. 84

34

2.80 ACS.

CANAL

21

IRRIGATION

CANAL 31

W.I.D.

3975 O.R. 372

16

101 AC.

S.W. COR. BLK. 21

ABND. 7/14221

85' Leased
PROPERTY

STREET

CAROLINA STREET

STREET

180 ABND. 7/14221/80

N.W. COR. BLK. 22

15

14

22

320

13

11

SW COR. MAJOR DAVIS HOUSE

32

MAIN STREET

STREET

EXHIBIT C

12

17

33



To see all the details that are visible on the screen, use the "Print" link next to the map.

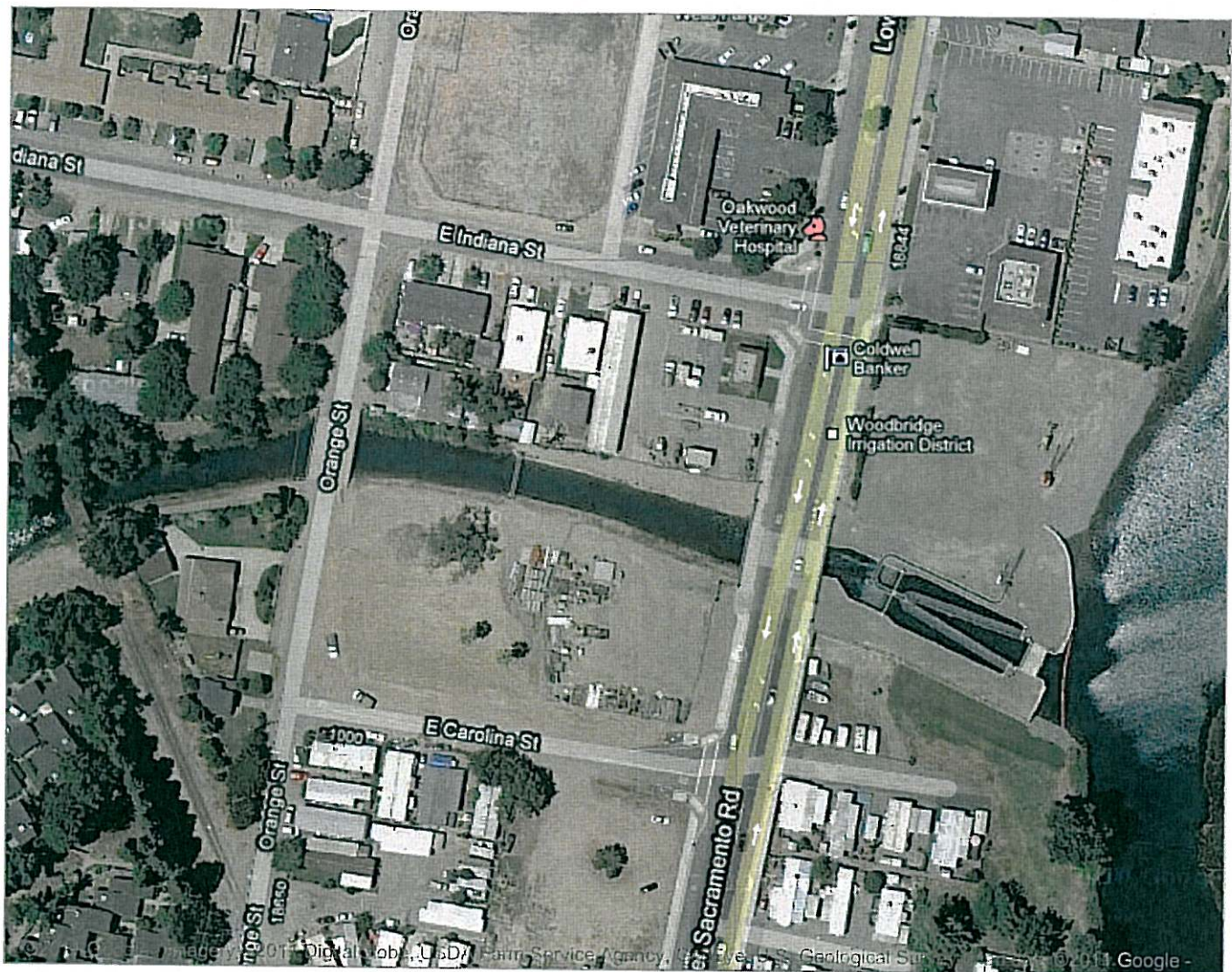


EXHIBIT D

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THIRD AMENDMENT OF 2003 WATER
SALE AGREEMENT BETWEEN WOODBRIDGE
IRRIGATION DISTRICT AND THE CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Third Amendment to the 2003 Water Sale Agreement between Woodbridge Irrigation District and the City of Lodi permitting the retroactive banking of 2011 and 2012 water and agreeing to install additional filtration facilities and engage in storm water management practices, as shown on Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the amendment.

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

**THIRD AMENDMENT TO 2003 AGREEMENT FOR PURCHASE OF WATER
FROM WOODBRIDGE IRRIGATION DISTRICT BY CITY OF LODI**

The CITY of LODI and the WOODBRIDGE IRRIGATION DISTRICT agree that the May 13, 2003 “Agreement for Purchase of Water from the Woodbridge Irrigation District by the City of Lodi,” as amended by the First Amendment on January 17, 2008 and by the Second Amendment on April 9, 2009, is further amended this ____ day of _____, 2012 as follows.

1. Section 3.e. of the Agreement is amended by the following deletion and insertion on lines 3 and 4:

e. Commencing on January 1 of the seventh year following the year in which execution of this Agreement occurs, the amounts payable to the District under paragraph 1, and the amounts payable to the District under subparagraphs 3.b. and 3.d, shall be increased by two percent per year above the amounts payable during the preceding calendar year. In the event that the annual change in the Consumer Price Index (CPI-W, unadjusted U.S. average) published in December of each year by the United States Bureau of Labor Statistics, commencing in December in the year preceding such seventh year, has increased more than two (2) percent above the December Index of the prior year, the increases in the amounts payable in the ensuing year shall be in the percentage of that increase; provided that any such annual increase shall not exceed five percent (5%).

2. A new subparagraph d. relating to additional banked water is inserted in Section 8, as follows:

d. Supplemental Tier II Banked Water Account. Lodi is unable to begin the use of its 6,000 acre-foot annual water entitlement from the District in the year 2011, and may be unable to use all of its 6,000 acre-foot entitlement in year 2012. District agrees that Lodi shall have the right to bank the unused water during the years 2011 and 2012 in a supplemental “Tier II banked water account” with the District, in addition to the 42,000 acre-feet of water already banked under paragraph 8.a., but not to exceed an additional 12,000 acre-feet, under the following terms. Such Tier II banked water shall be available to Lodi during the term of this Agreement (up to October 15, 2047), after all of Lodi’s 42,000 acre-feet of already-banked water under paragraph 8.a. and all of its then-accrued deficiency banked water under paragraph 8.b., has been requested by and made available to Lodi. The Tier II banked water shall be delivered to Lodi on its request, at no additional charge, in such years at such times and in such amounts as the District has additional water available, as determined solely by the District, that is in excess of the District’s delivery obligations in that year under the following:

- a) the 6,000 a.f. contract water entitlement of Lodi,
- b) the 6,500 a.f. contract water entitlement of Stockton,
- c) any water that may be requested by Stockton that remains in its banked water account,

- d) Any water that either Lodi or Stockton are entitled to purchase under their respective Agreements resulting from annexation of agricultural lands;
- e) Any water Stockton desires to purchase under its existing contract with WID for the purchase of additional available water (which is subject to Lodi's right to purchase such additional water on a parity with Stockton).

3. The existing subsection 8.d. is renumbered to 8.e., as follows:

e. Except as provided in subparagraph a, no credits shall accrue for water that is available to but is unused by the City.

4. A new Section 14.b. is inserted, as follows:

14.b. Improvements to City's Storm Drain System which discharges water into District's South Main Canal. In order to minimize impacts to the quality of the water conveyed by the District through its South Main Canal system, which is used by the District to deliver water to its agricultural customers and to deliver water to the City of Stockton for municipal purposes, and to comply with the City's obligation under its Storm Water Management Plan which requires the City to reduce and eliminate pollutant discharges to the maximum extent practicable from its storm water system into waters tributary to waters of the U.S., City shall take the following steps to eliminate and reduce from the waters discharged from the City's storm water system into the District Canal any contaminants or toxic substances, including plant debris, fertilizers, pesticides, dirt, wastes, or automotive fluids, that may be contained in said discharged waters:

- During the periods each year the District is conveying water in the South Main Canal for delivery to its users (which begins on or after March 1 and ends on or before October 31), City will reroute the drainage into the District's Canal from the City's storm water system at its pump station at Century Station, into City's DeBenedetti detention basin, for settling, storage and evaporation and percolation into the groundwater basin. In the event the DeBenedetti basin fills, flows of settled water will be redirected back to Century Station for discharge to the District's Canal long enough to create additional storage and settling capacity in the DeBenedetti basin. The process will be repeated as necessary to prevent the direct discharge from the City's Storm Drain System into the District Canal during the remainder of the period the District is scheduled to deliver water that season, i.e., up to October 31.
- Installation and maintenance of a trash removal system capturing substantially all of the Shady Acres water shed at a technically feasible location that utilizes current available separation technology. The system shall be approved by the District and will be designed with the capacity to remove trash and grass, but the City only guarantees the installation of a system so designed.

///

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(signatures on the following page)

WOODBIDGE IRRIGATION DISTRICT

Dated: _____, 2012

WILLIAM STOKES
President

ATTEST:

APPROVED AS TO FORM:

ANDERS CHRISTENSEN
District Secretary

DANIEL F. GALLERY
Attorney for Woodbridge Irrigation District

CITY OF LODI, a California municipal
corporation

Dated: _____, 2012

KONRADT BARTLAM
City Manager

ATTEST:

APPROVED AS TO FORM:

RANDI JOHL, City Clerk

D. STEPHEN SCHWABAUER
City Attorney



11/02/12

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING LEASE AGREEMENT FOR ASSESSOR
PARCEL NO. 015-160-16 BETWEEN WOODBRIDGE
IRRIGATION DISTRICT AND THE CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Lease Agreement for Assessor Parcel No. 015-160-16 between Woodbridge Irrigation District and the City of Lodi establishing the ground lease for the Surface Water Treatment Facility Raw Water Pump Station, as shown on Exhibit A attached hereto; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the agreement.

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2012-_____

Recorded by, and when
recorded return to:

Woodbridge Irrigation District
18777 No. Lower Sacramento Rd.
Woodbridge, CA 95258

LEASE OF WOODBRIDGE IRRIGATION DISTRICT TO CITY OF LODI
OF A PARCEL FOR LODI'S WATER SYSTEM PUMPING PLANT

1. Woodbridge Irrigation District ("District") hereby leases to the City of Lodi ("City"), on the terms herein set forth, that property which is described on Exhibit A attached hereto and depicted on the plat map attached as Exhibit B, and which is hereinafter referred to as the Leased Property. The Leased Property is an 85-foot by 111-foot portion of the District's Assessor's Parcel No. 015-160-16, and is located south of the District's Canal. The Leased Property is shown as a portion of the District's Parcel 16 on the current San Joaquin County Assessor's Map No. 015-16 attached hereto as Exhibit C. The location of the Property is also indicated on the aerial map attached hereto as Exhibit D.

2. The Leased Property shall be used by City only for the installation, operation, maintenance and repair of a pump station and appurtenant facilities to pump water to City's new water treatment plant to the south, which water is delivered to City by the District from the District's Canal on the east side of Lower Sacramento Road (Main Street), and for no other purposes. The lease shall terminate if City ceases use of the parcel for such purposes for more than one year. This termination provision shall not be triggered if WID water is not available for delivery to the City. City shall not assign or transfer the lease or sublet any interest in the Leased Property to any other party without the express consent of the District.

3. The term of the lease shall be for the same term as the Agreement for Purchase of Water from the District by the City of Lodi entered into on May 13, 2003, and amended on January 17, 2008, which amendment extended the initial 40-year term of the Water Purchase Agreement to October 15, 2047. The January 17, 2008 amendment also included a provision for renewal of the Water Purchase Agreement for an additional forty (40) years, on the terms stated in the amendment. Provided that the City is in compliance with the requirements and conditions of this Lease, the term of this Lease may also be renewed for an additional forty (40) years, i.e., to October 15, 2087, on terms and conditions that are reasonable and equitable and concurrently with a renewal of the Water Purchase Agreement.

4. During the term of the Lease, the District will provide non-consumptive water to the Leased Property from the District's well for incidental uses in and around the City's

pumping station, including landscaping, washing down buildings and equipment. The District will install a waterline from its well to the northwest corner of the Leased Property, and City will extend the waterline from that connection point onto the Leased

Property, and on which the City will install and maintain a water meter at a location approved by the District together with a shutoff valve and a backflow prevention device. District will bill the City annually for the use of the water at a rate of \$2.50 per 1,000 gallons, which rate will be increased by five percent (5%) per year, commencing on January 1 of the year following which the pumping plant has been installed on the Leased Property for a full calendar year, and the rate shall thereafter be increased by five percent each January 1 thereafter above the amount payable during the preceding calendar year. City will pay for its metered water use annually, by January 31 for the prior calendar years use.

5. The District will also grant to City an easement in or over the District's adjoining Assessor's Parcel No. 015-160-16 in a mutually acceptable location for electric service to the Leased Property, provided that said easement shall not interfere with the District's existing or future use of the District's adjoining Parcel. The term of such easement shall be to October 15, 2047, and also renewable on the same terms as the Water Purchase Agreement.

6. In consideration of this Lease, City shall do the following:

a. Pay to the District the sum of One Thousand Dollars (\$1,000) annually, payable on the 10th day of January of each year during the term of the lease, commencing on January 10, 2013.

b. At such time as the District applies to the County of San Joaquin to make improvements to the District's adjoining Assessor's Parcel No. 015-160-16, City shall obtain the necessary permits for and construct in a good and workmanlike manner in compliance with the specifications of the County and to the reasonable satisfaction of the District, new curbing, gutters, storm drainage pipelines, drainage inverts and sidewalks along the south and west boundary of the District's Parcel No. 015-160-16 as shown on the Exhibit C map, i.e., from Main Street west along the north boundary of Carolina Street to Orange Street, thence north along the east side of Orange Street, and including a concrete driveway from Orange Street onto the west side of the District's said Parcel No. 015-160-16 in a location specified by the District. City's obligations to perform the work under this subparagraph will terminate if it is not possible (physically or as a result of county permitting requirements) to accommodate the resulting drainage within the Orange Street (WID Canal to East Carolina Street) and East Carolina Street (Orange Street to Lower Sacramento Road) rights of way.

c. City shall pay any taxes or assessments imposed or levied on the Leased Property.

7. City shall cause any boundary and parcel surveys to be made by a licensed surveyor which either party deems to be necessary or appropriate with respect to the boundaries of

the Leased Property. District does not guarantee or warrant its title to the Property herein leased to City.

8. Hazardous materials

a. City shall not use or allow any hazardous materials to be used upon the Leased Property excepting for such types and kinds and in such quantities as are commonly and customarily associated with the operation of a water pumping plant, but City shall not release or dispose of any such materials on, under or about the Leased Property.

b. The District's property, of which the Leased Property is a part, is bounded by the District's Woodbridge Canal, Lower Sacramento Road (Main Street), Carolina Street and Orange Street. It was acquired by the District in 1953 from the Woodbridge Protection District No. 1, and has been used since that time for the purpose of storing miscellaneous District equipment and for storing dirt materials taken from and used on and along the District's canals and patrol roadways.

c. District has made no investigation, inspection or testing of the soils on the leased premises and makes no representation to City as to the suitability of the soils to support City's planned development, and any such investigation or inspection shall be the sole responsibility of the City.

d. District represents to the City that to the best of the actual knowledge of District's Board of Directors and of the District's Manager, but without any independent investigation having been made by the District:

- No hazardous materials have been stored, treated, handled, processed, disposed of, discharged or released on, under or from the Leased Property, or transported therefrom for storage, treatment or disposal off-site; and that
- There are no underground storage tanks or pipelines on the Leased Property.

9. District shall have the right throughout the term of the Lease to enter upon the Leased Property to read the water meter and to have the same tested, and to inspect the City's operations and activities on the Leased Property upon reasonable prior notice.

10. City shall indemnify, hold harmless and defend District, its directors, officers, agents and employees from and against any and all claims, demands, causes of action, damages, costs, losses, liabilities or expenses for, but not limited to, injury or death of any person and damages to or destruction of property of any person, occurring on the Leased Property or arising out of or in any manner directly or indirectly connected with City's use or occupation of or construction on the Leased Property or any activities thereon, however caused, except where caused by the negligence or willful misconduct of the District or its directors, officers, employees or agents.

11. The waiver by the District of any covenant herein shall not vitiate the same or any other obligation or covenant contained herein.

WOODBIDGE IRRIGATION DISTRICT

Dated: _____, 2012

WILLIAM STOKES
President

ATTEST:

APPROVED AS TO FORM:

ANDERS CHRISTENSEN
District Secretary

DANIEL F. GALLERY
Attorney for Woodbridge Irrigation District

CITY OF LODI, a California municipal
corporation

Dated: _____, 2012

KONRADT BARTLAM
City Manager

ATTEST:

APPROVED AS TO FORM:

RANDI JOHL, City Clerk

D. STEPHEN SCHWABAUER
City Attorney



11/2/12

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(here insert name and title of the officer)

personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



BAUMBACH & PIAZZA, INC.

CIVIL ENGINEERS • LAND SURVEYORS

www.bpengineers.net

323 W. Elm Street
Lodi, CA 95240-2003
Phone (209) 368-6618
Fax (209) 368-6610

**Legal Descriptions for an ~~Property~~ ^{of Leased} Easement for the City of Lodi
Water Pumping Plant**

An easement comprised of the following two parcels:

Parcel 1:

The south 91.00 feet of the east 85.50 feet of the following described tract of land:

All that portion of Block twenty-one (21), in THOMAS ADDITION TO THE TOWN OF WOODBRIDGE, filed for record June 27, 1878, in Volume 2 of Maps and Plats, page 61, San Joaquin County Records, lying and being South of that certain canal running through said Block 21, known and called the Woodbridge Canal.

Parcel 2:

The east 85.50 feet of the following described tract of land:

All that portion of the north twenty (20) feet (measured at right angles) of Carolina Street (100 feet wide) lying between the east right of way line of Orange Street (100 feet wide) and the west right of way line of Main Street (100 feet wide), as said Carolina Street is shown upon the map or plat entitled THOMAS ADDITION TO THE TOWN OF WOODBRIDGE, filed for record June 27, 1878, in Book of Official Maps and Plats, Volume 2, page 61, San Joaquin County Records.



EXHIBIT A

Water Pumping Plant

~~Easement~~ Plat

prepared for: City of Lodi

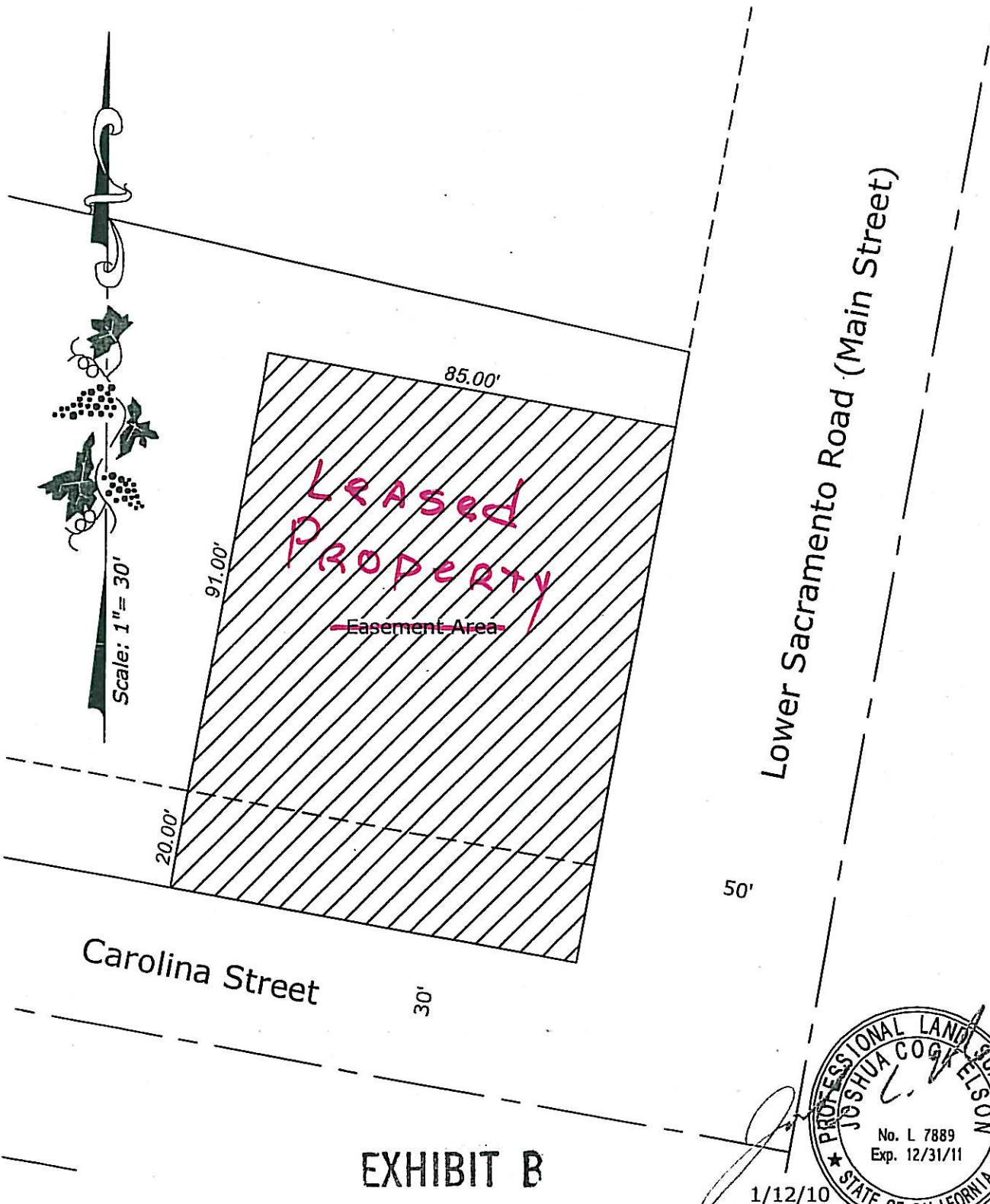


EXHIBIT B



CAUTION!!



DO NOT SCALE THIS
DRAWING IF BAR DOES
NOT MEASURE 1 INCH



PREPARED IN THE OFFICE OF:

BAUMBACH & PIAZZA, INC.

CIVIL ENGINEERS • SURVEYORS

www.bpengineers.net

209.368.6618

323 W. Elm St.

Lodi, CA 95240

14

WOODBIDGE
BLOCK 7

58

SOUTH BOUNDARY OF WOODBRIDGE RD.
14 SECTION LINE
HOMAS ADDITION

WOODBIDGE
BLOCK 8

43

ABANDONED BY
VOL. 3586 PG. 132

WOODBRIDGE IRR. DIST.
0.26 AC.

W. I. D.

10 0.44 AC.

243 Q.R. 84

W. I. D.

9 0.39 AC.

243 Q.R. 84

34 2.80 ACS.

CANAL

21

IRRIGATION

CANAL 31

W. I. D.

3975 Q.R. 372

16 101 AC.

S.W. COR. BLK. 21

ABND. 7/14221

85' Leased
PROPERTY

STREET

CAROLINA

STREET

180 ABND. 7/14221/80

N.W. COR. BLK. 22

15

14

22 320

13

11

SW COR. MAJOR DAVIS HOUSE

32

MAIN

EXHIBIT C

12

33

17

ORANGE

MOKELUMNE

P.O.R.



To see all the details that are visible on the screen, use the "Print" link next to the map.

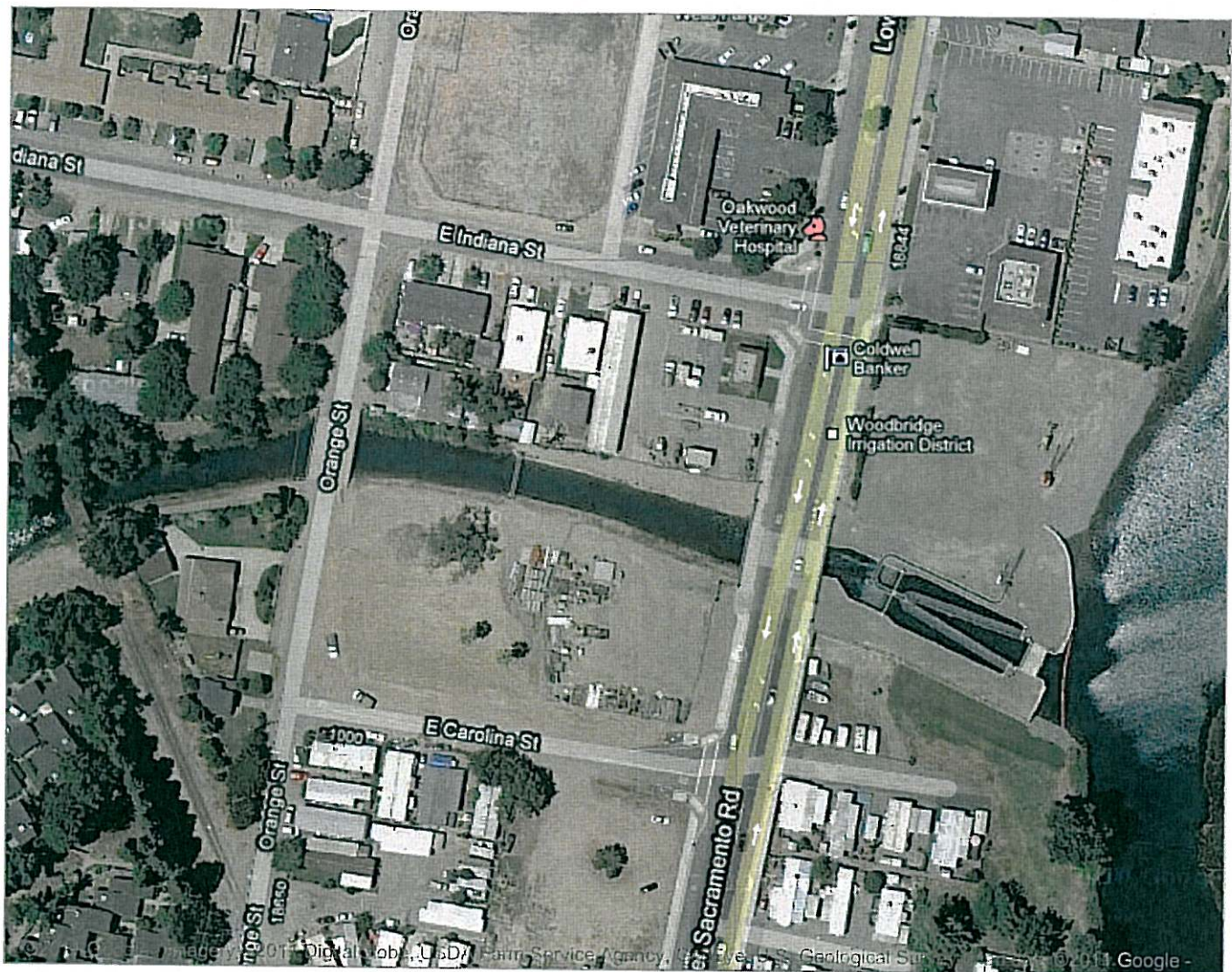


EXHIBIT D



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 of the Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for Citywide Heating, Ventilation and Air Conditioning Maintenance Services on City Facilities (\$70,000)

MEETING DATE: November 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute Amendment No. 1 of the Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for Citywide heating, ventilation and air conditioning maintenance services on City facilities, in the amount of \$70,000.

BACKGROUND INFORMATION: In September 2011, Staff requested written quotes from three local heating, ventilation and air conditioning (HVAC) service companies (ICR Refrigeration, Lodi Services Heat and Cooling, and ALL Air). ICR Refrigeration was the only company to submit a quote.

On November 15, 2011, the City executed a one-year Professional Services Agreement (Agreement) with ICR Refrigeration, Inc., of Lodi, for Citywide HVAC maintenance services on City facilities. The Agreement was executed by the City Manager with a not-to-exceed cost of \$19,900 per year for on-call services. The Agreement expires on November 14, 2012.

The City operates 55 HVAC systems on its facilities with a wide range of age and system complexity. Predicting HVAC maintenance and repair needs can be very difficult as the systems are aging and performance is dependent on summer and wintertime temperatures. This past year, City HVAC systems experienced an unusually high number of system failures.

As stated above, the Agreement was executed with a not-to-exceed cost of \$19,900 (below the City Manager's contract authority). The total cost spent to date is approximately \$50,000.

Amendment No. 1 extends the term of the Agreement until June 30, 2013, at which time, staff will formally bid HVAC services for Fiscal Year 2013/14, and increases the not-to-exceed cost to \$70,000. This increase will fund the costs to date and provide approximately \$20,000 to address HVAC system failures that occur through the end of the fiscal year.

Staff recommends Council adopt a resolution authorizing the City Manager to execute Amendment No. 1 of the Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for Citywide heating, ventilation and air conditioning maintenance services on City facilities.

FISCAL IMPACT: Funds are already appropriated for these services.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Authorizing City Manager to Execute Amendment No. 1 of the Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for Citywide Heating, Ventilation and Air Conditioning Maintenance Services on City Facilities (\$70,000)

November 21, 2012

Page 2

FUNDING AVAILABLE: Funds for HVAC services will be coming from the Facilities Services Operating Account (103511).

Jordan Ayers
Deputy City Manager/Internal Services Director

F. Wally Sandelin
Public Works Director

Prepared by Charles E. Swimley, Jr., Deputy Public Works Director/City Engineer
FWS/CES/pmf

AMENDMENT NO. 1

ICR Refrigeration, Inc.
Professional Services Agreement

THIS AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT, is made and entered this _____ day of November, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC. (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, CONSULTANT and CITY entered into a Professional Services Agreement (Agreement) on November 15, 2011, as set forth in Exhibit 1 (attached).
2. WHEREAS, CITY requested to amend said Agreement to extend the term to June 30, 2013, and to increase the Fee to an amount not to exceed a total of \$70,000, including the \$19,900 amount referenced in Exhibit 1; and
3. WHEREAS, CONSULTANT agrees to said amendment;

NOW, THEREFORE, the parties agree to extend the term to June 30, 2013, and to increase the Fee to an amount not to exceed a total of \$70,000, including the \$19,900 authorized in Exhibit 1. All other terms remain as set forth in the Agreement as set forth in Exhibit 1.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 on _____, 2012.

CITY OF LODI, a municipal corporation
Hereinabove called "CITY"

ICR REFRIGERATION, INC.
Hereinabove called "CONSULTANT"

KONRADT BARTLAM
City Manager

Name:
Title:

Attest:

RANDI JOHL, City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney



AGREEMENT FOR PROFESSIONAL SERVICES**ARTICLE 1
PARTIES AND PURPOSE****Section 1.1 Parties**

THIS AGREEMENT is entered into on November 15, 2011, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and ICR REFRIGERATION, INC, (hereinafter "CONTRACTOR").

Section 1.2 Purpose

CITY selected the CONTRACTOR to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONTRACTOR for Citywide HVAC Repairs (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONTRACTOR acknowledges that it is qualified to provide such services to CITY.

**ARTICLE 2
SCOPE OF SERVICES****Section 2.1 Scope of Services**

CONTRACTOR, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONTRACTOR shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY or on the date set forth in Section 2.6, whichever occurs first, and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONTRACTOR shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONTRACTOR shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be

counted against CONTRACTOR's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONTRACTOR shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONTRACTOR shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONTRACTOR acknowledges that CITY has relied on CONTRACTOR's capabilities and on the qualifications of CONTRACTOR's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONTRACTOR, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONTRACTOR of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONTRACTOR of any changes of CONTRACTOR's project staff prior to any change.

CONTRACTOR represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONTRACTOR represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONTRACTOR to practice its profession, and that CONTRACTOR shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONTRACTOR shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

Section 2.6 Term

The term of this Agreement commences on Nov. 15, 2011 and terminates upon the completion of the Scope of Services or on Nov. 14, 2012, whichever occurs first.

ARTICLE 3 **COMPENSATION**

Section 3.1 Compensation

CONTRACTOR's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference. Total compensation payable to Contractor under this Agreement shall not exceed \$19,900.00.

CONTRACTOR shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONTRACTOR shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONTRACTOR's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONTRACTOR to CITY for services under this Agreement. Upon request, CONTRACTOR agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONTRACTOR agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONTRACTOR agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONTRACTOR further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4
MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONTRACTOR shall not discriminate in the employment of its employees or in the engagement of any sub CONTRACTOR on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Section 4.3 Indemnification and Responsibility for Damage

CONTRACTOR to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONTRACTOR, any subcontractor employed directly by CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONTRACTOR

CONTRACTOR shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONTRACTOR each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONTRACTOR shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910
 Attn: John Munoz

To CONTRACTOR: ICR Refrigeration, Inc.
 1021 Black Diamond Way
 Lodi, CA 95240

Section 4.9 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONTRACTOR is Not an Employee of CITY

CONTRACTOR agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONTRACTOR meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONTRACTOR at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning

whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONTRACTOR shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONTRACTOR shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONTRACTOR with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONTRACTOR agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONTRACTOR and clearly marked by CONTRACTOR as "Confidential" or "Proprietary", except to the extent otherwise required by law or permitted in writing by CONTRACTOR. CONTRACTOR acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONTRACTOR acknowledges that Lodi Municipal Code Section 3.01.020 requires CONTRACTOR to have a city business license and CONTRACTOR agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONTRACTOR as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONTRACTOR shall allow CITY to inspect all such documents during CONTRACTOR's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONTRACTOR to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONTRACTOR harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.21 Federal Transit Funding Conditions

☐ If the box at left is checked, the Federal Transit Funding conditions attached as Exhibit D apply to this Agreement. In the event of a conflict between the terms of this Agreement or any of its other exhibits, and the Federal Transit Funding Conditions, the Federal Transit Funding Conditions will control.

IN WITNESS WHEREOF, CITY and CONTRACTOR have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:




RANDI JOKI
City Clerk

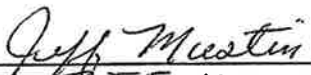


KONRADT BARTLAM, City Manager

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

CONTRACTOR:
ICR REFRIGERATION, INC.

By: 

By: 
Name: **JEFF MUSTIN**
Title: **PRESIDENT**

Attachments:
Exhibit A – Scope of Services
Exhibit B – Fee Proposal
Exhibit C – Insurance Requirements
Exhibit D – Federal Transit Funding Conditions (if applicable)

Doc ID:

CA:rev.09.2011

EXHIBIT A

Jobsite Locations:

Various City Facilities

Lodi, CA 95240

Attn: John Munoz, Facilities Supervisor

Scope of Work:

Provide labor and material for HVAC needs for City of Lodi Facilities as needed with cost not to exceed \$19,900.00 per year.

EXHIBIT B

**MEMORANDUM, City of Lodi, Public Works Department**

To: Prospective Bidder
From: Facilities Supervisor
Date: 8/3/11
Subject: Requirements to Award Successful Quote

Please fill in the blanks and include any additional costs in your quote to "obtain" these 4 items below as they will be required once the Successful Quote is awarded and before any work can begin:

Company Name: ICR co. Date: 8/4/11
Address: 1021 BLACK DIAMOND WAY
Contractor's License No.: 678547
Labor Rate: \$ 95.00 HR
Overtime Rate: \$ 142.50
Parts and materials plus 15% % markup
Truck charge: NONE
Call out minimum: 2 HRS AFTER 5PM 9 (hours) BEFORE 8 AM
Other: _____ (be specific)

1. Insurance requirements per the attached exhibit.
2. Workers' compensation insurance coverage.
3. City of Lodi business license.
4. W-9 form per current IRS requirements.

Customer's Signature: Jeff Mustin
Title: PRESIDENT

If you have any questions please contact me.

John Munoz
Facilities Supervisor
209.333.6800 ext. 2692
209.333.6710 fax
jmunoz@lodi.gov

JM/pjt



QUOTE SUMMARY

Date: 9/19/11

Quote:

EXHIBIT B

COMPANY:

ICR Refrigeration	Lodi Services Heat and Cooling	ALL Air
1021 Black Diamond Way Lodi Ca.	112 S. Main St. Lodi Ca.	502 N School St. Lodi Ca
(209) 333-1943	(209) 368-2665	(209) 368-4264
Fax # (209) 368-2273	Fax # 334-5913	Fax # 745-1139
Jeff Mustin	Greg Harris	Kevin

PHONE NO.:

SALES REP.:

DESCRIPTION

QTY

UOM

City wide HVAC repairs.

Labor Rate

Overtime Rate

Parts and Materials

Truck Charge

Call out minimum

\$95.00

Per hour

\$142.50

Per hour

15%

Mark up

0

hours

2

hours

NA

NA

NA

NA

NA

NA

No

Response

REMARKS:

SUBTOTAL:

7.75% SALES TAX:

FREIGHT:

Greg Harris 9/21/11



EXHIBIT C

Insurance Requirements for Contractor The Contractor shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Contractor and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Contractor's operations under this contract, whether such operations be by Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

- | | |
|--|---|
| 1. <u>COMPREHENSIVE GENERAL LIABILITY</u> | 2. <u>COMPREHENSIVE AUTOMOBILE LIABILITY</u> |
| \$1,000,000 Ea. Occurrence | \$1,000,000 Bodily Injury - Ea. Person |
| | \$1,000,000 Bodily Injury - Ea. Occurrence |
| \$1,000,000 Aggregate | \$1,000,000 Property Damage - Ea. Occurrence |
| \$2,000,000 Combined Single Limits | |

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

NOTE: (1) The street address of the **CITY OF LODI** must be shown along with (a) and (b) above: 221 West Pine Street, Lodi, California, 95241-1910; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

- (a) **Additional Named Insured Endorsement**
Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)
- (b) **Primary Insurance Endorsement**
Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.
- (c) **Severability of Interest Clause**
The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.
- (d) **Notice of Cancellation or Change in Coverage Endorsement**
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. A Waiver of Subrogation against the City of Lodi is required.

NOTE: No contract agreement will be signed nor will any work begin on a project until the proper insurance certificate is received by the City.

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING AMENDMENT NO. 1 OF THE PROFESSIONAL
SERVICES AGREEMENT FOR CITYWIDE HEATING,
VENTILATION AND AIR CONDITIONING MAINTENANCE
SERVICES ON CITY FACILITIES

=====

WHEREAS, on November 15, 2011, the City executed a one-year Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, for on-call Citywide HVAC maintenance services on City facilities with a not-to-exceed cost of \$19,900 per year; and

WHEREAS, the City operates 55 HVAC systems on its facilities, and predicting HVAC maintenance and repair needs can be very difficult as the systems are aging and performance is dependent on summer and wintertime temperatures. This past year, City HVAC systems experienced an unusually high number of system failures, and the total cost to date is approximately \$50,000; and

WHEREAS, Amendment No. 1 extends the term of the Agreement until June 30, 2013, at which time staff will formally bid HVAC services for Fiscal Year 2012/13, and increases the not-to-exceed cost to \$70,000 to fund the costs to date and provide approximately \$20,000 to address HVAC system failures that occur through the end of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize Amendment No. 1 of the Professional Services Agreement with ICR Refrigeration, Inc., of Lodi, California, for Citywide Heating, Ventilation and Air Conditioning Maintenance Services on City Facilities, in the amount not to exceed \$70,000 for the period November 15, 2011 through June 30, 2013; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the amendment.

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2012-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute Professional Services Agreement with Environmental Systems Research Institute, Inc., of Redlands, for Geographical Information System Services, and Appropriating Funds (\$72,000)

MEETING DATE: November 21, 2012

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with Environmental Systems Research Institute, Inc., of Redlands, for Geographical Information System services and appropriating funds in the amount of \$72,000.

BACKGROUND INFORMATION: On March 21, 2012 the City Council authorized the City Manager to execute a professional services agreement to replace the outdated MapGuide viewer with Environmental Systems Research Institute, Inc. (ESRI) for Geographical Information System (GIS) software at a cost of \$35,475 distributed over various departments. This was done to provide a standard mapping platform citywide. The ESRI GIS software is capable of much more complex uses and is intended to be the foundation to expand department specific GIS capabilities.

The GIS project for the Electric Utility Department (EUD) will have three phases; phase 1: data collection and migration to ESRI platform; phase 2: GIS model building; and phase 3: integration of EUD's existing Milsoft engineering software and Supervisory Control and Automatic Data Acquisition (SCADA) system into the GIS model. This contract will provide implementation of phase 1 as outlined in the attached agreement.

Staff researched the products of three companies that provide GIS. Of those studied, ESRI provided the most reliable, robust features, and expandability that best fit the Utility's needs. ESRI offers a complete enterprise GIS that provides functionality, flexibility and scalability from server GIS to desktop, to mobile devices, as well as, complete developer and GIS user support and open access to online resources and events.

Staff recommends approval of this agreement and appropriation of funds.

FISCAL IMPACT: Implementation of GIS will improve the operational reliability, safety, and efficiency of the electrical system; ultimately will reduce outage time of electrical power, and reduce operational cost.

FUNDING AVAILABLE: Request Appropriation:
Electric Utility Department Operating Fund (160): \$72,000

APPROVED: _____
Konradt Bartlam, City Manager

Jordan Ayers
Deputy City Manager/Internal Services Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Weldat Haile, Senior Power Engineer

EAK/WH/lst



**MASTER SERVICES AGREEMENT
(E115M 06/14/2010)**

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Master Services Agreement ("Agreement") is entered into as of the ____ day of _____, 20____, by and between **Environmental Systems Research Institute, Inc.** (hereinafter referred to as "**Esri**"), a California corporation with its principal place of business at 380 New York Street, Redlands, California 92373-8100, and **City of Lodi** (hereinafter referred to as "**Licensee**"), a municipal corporation with its principal place of business at 221 West Pine Street, Lodi, CA, 95240.

In consideration of the mutual covenants and promises set forth herein, the parties agree as follows:

ARTICLE 1—DEFINITIONS

- i. "Task Order" means an order for professional services issued under this Agreement in substantially the same format as the sample task order form attached as Attachment A.
- ii. "Custom Software" means all or any portion of the computer software code, components, dynamic link libraries (DLLs), and programs delivered on any media provided in source, object, or executable code format(s), inclusive of backups, updates, or merged copies permitted hereunder or subsequently supplied under any Task Order, exclusive of Commercial off-the-Shelf Software, or COTS Software.
- iii. "Technical Data" means, without limitation, all technical materials including formula, compilations, software code or programs, methods, techniques, know-how, technical assistance, processes, algorithms, designs, data dictionaries and models, schematics, user documentation, training documentation, specifications, drawings, flowcharts, briefings, test or quality control procedures, or other similar information supplied or disclosed by Esri under any Task Order. Technical Data does not include COTS Software, COTS data, or COTS documentation, which must be licensed separately by Licensee under Esri's commercial Software license.
- iv. "Map Data" means any digital dataset(s) including geographic, vector data coordinates, raster, or associated tabular attributes supplied by either party for use in the performance of any Task Order.
- v. "Deliverables" means Custom Software, Technical Data, or Map Data specified for delivery or use by Licensee under a firm fixed price Task Order.
- vi. "Commercial off-the-Shelf Software" or "COTS Software" means all or any portion of Esri's proprietary software technology accessed or downloaded from an authorized Esri Web site or delivered on any media in any format, including backups, updates, service packs, patches, hot fixes, or permitted merged copies, available under license to the general public.
- vii. "Services" means consulting support being performed by Esri on a time and materials hourly basis in exchange for compensation from the Licensee.
- viii. "Services Output" means any tangible output produced as a result of the Services provided by Esri under this Agreement. Services Output can include, but is not limited to, reports, training materials, and Custom Software.

ARTICLE 2—TASK ORDERS AND PROJECT SCHEDULE

Esri shall provide Deliverables and/or Services as specified in a specific Task Order relating to the COTS Software identified in the Task Order.

Unless otherwise provided by Esri in writing, Esri's Contracts Manager for the Professional Services Division, John Perry, is authorized to agree to Task Orders. The following Licensee representatives are authorized to sign Task Orders and bind Licensee:

Department Heads, the City Manager and the City Council are authorized to approve and sign Task Orders up to their authority level according to the City of Lodi's purchasing policy that is in effect with Task Order is executed (LMC 2.12.060).

Each party may enter into Task Orders at its sole discretion and shall not have any obligation under a Task Order until it is signed by both parties.

Each party shall identify in writing the project manager who is responsible for the Services or Deliverables specified in Task Orders. By written notice, either party may replace the project manager at any time with a similarly qualified person.

The period of performance of each Task Order shall be specified in each Task Order.

ARTICLE 3—RESERVATION OF OWNERSHIP AND GRANT OF LICENSE

Except as specifically granted in this Article 3, Esri or its licensors own and retain all right, title, and interest in the Deliverables and Services Output. This Agreement does not transfer ownership rights of any description in the Deliverables or Services Output to Licensee or any third party. Subject to the terms and conditions set forth in this Agreement and effective upon the transfer, by any means, of the Deliverables or Services Output to the Licensee, Esri hereby grants to Licensee a nonexclusive, worldwide license in the Deliverables or Services Output to use, modify, and reproduce the Deliverables or Services Output in connection with Licensee's authorized use of COTS Software. The license grant in the immediately preceding sentence does not apply to Map Data, which Licensee must separately and directly license from the vendor.

Licensee shall retain any patent, copyright, or trademark or proprietary notices on all items licensed under this Agreement and shall take other necessary steps to protect Esri's or its licensor's intellectual property rights.

ARTICLE 4—PATENTS AND INVENTIONS

During the performance of Task Orders, the parties anticipate that inventions, innovations, and improvements ("Inventions") relating to the subject matter of such Task Orders may be conceived solely or jointly by principals, employees, consultants, or independent contractors (hereinafter called "Inventors") of the parties hereto.

The parties agree that, as of the effective date of this Agreement, Esri or its licensors own all intellectual property rights in the COTS Software. During the term of this Agreement, Licensee shall promptly notify Esri if Licensee becomes aware of any known or suspected infringement or violation of these rights.

Each party shall retain title to any Inventions made or conceived solely by its Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement. The parties shall jointly own any Inventions made or conceived jointly by Inventors from both parties.

Where only one party has title to an Invention, that party, at its sole discretion, shall have the right, but not the obligation, at its expense to: (i) decide on whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on such Invention; (ii) decide the extent and scope of such protection; and (iii) protect and enforce in any country any patents issued on such Invention.

Except as provided in the next paragraph, where an Invention is jointly owned, each party shall share equally the costs of acquiring protection for the Invention and furnish the other joint owner with assistance reasonably required for acquiring protection.

The acquisition or maintenance of protection shall not be abandoned by a joint owner (the "Assigning Owner") without giving the other joint owner (the "Beneficial Owner") an opportunity to intervene and acquire or maintain protection at the Beneficial Owner's expense. The Assigning Owner electing not to acquire or maintain protection on any Inventions in any country or countries shall assign such of its rights in such Inventions to the Beneficial Owner as is necessary to enable the Beneficial Owner to protect such Inventions in such country or countries at its expense and for its exclusive benefit. In such event, the Assigning Owner shall make available to the Beneficial Owner the Assigning Owner's Inventors and shall otherwise cooperate with the Beneficial Owner in order to assist the Beneficial Owner in protecting such Inventions. The Beneficial Owner shall reimburse the Assigning Owner for all reasonable out-of-pocket expenses incurred in rendering such assistance. If any such Inventions are so protected by the Beneficial Owner, then the Assigning Owner shall have a license with respect to the subject matter of such protected Inventions in such country or countries.

All Inventions made by Inventors during performance of tasks and activities defined by Task Orders during the term of this Agreement will be presumed, absent clear and convincing evidence to the contrary, to have resulted from the Inventors' activities under the Task Orders.

Neither party may license, transfer, sell, or otherwise alienate or encumber its interest in jointly owned Inventions without the written consent of the other party, which shall not be unreasonably withheld by either party. However, either party may transfer such Inventions to its Affiliates for their internal use only. "Affiliate" shall mean the parent or subsidiary companies of a party or subsidiary companies to a party's parent provided there is more than fifty percent (50%) ownership of the subsidiary by the parent or party.

ARTICLE 5—CONFIDENTIALITY OF DELIVERABLES AND SERVICES OUTPUT

Except as required by California Public Records Act or as otherwise agreed in writing, the Deliverables and Services Output are Esri confidential information, and Licensee shall preserve and protect the confidentiality of said Deliverables and Services Output. Insofar as its rights may be legally restricted, Licensee agrees not to reverse engineer or decompile Deliverables or Services Output delivered only in object code, executable code, or formats subject to similar or greater means of access control (collectively, "Secure Formats"). For Deliverables or Services Output delivered in source code or other human-readable formats, Licensee shall have met its obligations under this Article if its disclosure of Deliverables or Services Output is limited to Deliverables or Services Output in Secure Formats, *provided that* the means for reverse engineering, decompiling, or disassembling such Deliverables or Services Output is withheld from such disclosure, and the person or entity in receipt of such Deliverables or Services Output similarly agrees not to perform such acts or allow others to do so.

Except as provided in the preceding paragraph, Licensee shall not disclose any Deliverables or Services Output to employees or third parties without the advanced written consent of Esri. However, Licensee may, without such consent, make such disclosures to employees as are reasonably required for the Licensee's authorized use of the COTS Software, provided that such disclosure is strictly limited to the portions of the Deliverables or Services Output needed for that purpose. The disclosures permitted under this paragraph shall not relieve Licensee of its obligation to maintain the Deliverables or Services Output in confidence and comply with all applicable laws and regulations of the United States.

Licensee shall not have any obligation to protect any part of a Deliverable or Services Output that it can prove: (i) was in Licensee's possession before receipt from Esri; (ii) is or becomes a matter of public knowledge through no fault of Licensee; (iii) is rightfully disclosed by a third party without a duty of confidentiality; (iv) is disclosed by Esri to a third party without a duty of confidentiality; (v) is independently developed by Licensee; or (vi) is required to be disclosed by operation of law.

ARTICLE 6—ACCEPTANCE

- A. For Time and Materials Task Orders.** Services are provided strictly on a time and materials basis subject to the task order not-to-exceed funding limit. The Services delivered will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Esri is notified otherwise by Licensee within ten (10) days after delivery.
- B. For Firm Fixed Price Task Orders.** Unless otherwise stated in a Task Order, Deliverables for fixed price Task Orders shall be categorized as follows:
- i. "DELIVERABLE ACCEPTED" means a Deliverable conforming to applicable Task Order(s) with no more than minor nonconformities. Licensee shall complete its acceptance review within ten (10) working days of receiving each Deliverable.
 - ii. "DELIVERABLE ACCEPTED WITH REWORK" means a deliverable substantially conforming to applicable Task Order(s), but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri shall rework the Deliverable for the identified nonconformities and resubmit it within thirty (30) days. Licensee will rerun its acceptance review for the nonconformities detected in the initial review within ten (10) working days of such resubmission and will reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 - iii. "DELIVERABLE REJECTED" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri shall rework the Deliverable and resubmit it to Licensee within thirty (30) days, at which time Licensee shall have ten (10) working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Unless otherwise stated in a Task Order, Licensee agrees it shall not use any Deliverable in its business operations before acceptance as described in B.i. or B.ii. If Esri does not receive within ten (10) working days after delivery written notice that the Deliverable is "ACCEPTED WITH REWORK" or "REJECTED" in accordance with B.ii. or B.iii., or if Licensee uses the Deliverable in its business operations, the Deliverable shall be deemed, as of the first to occur of either of these events, to have been accepted.

ARTICLE 7—CHANGES TO SCOPE OF WORK

Licensee may, at any time, request changes within the general scope of an open Task Order. If the parties agree to such changes and such changes cause an increase or decrease in the cost or time required to provide a Deliverable under any Task Order (regardless of whether the Deliverable itself is changed), an equitable adjustment in the price or schedule, or both, shall be made, and this Agreement shall be modified accordingly in writing and signed by both parties.

ARTICLE 8—COMPENSATION; INVOICES

- A. For Time and Materials Task Orders.** Esri shall prepare and submit to Licensee written monthly invoices showing the compensation due for work performed, including travel time, under Task Orders to the Licensee address listed on the Task Order. The amount invoiced will be equal to the number of hours expended during the previous month multiplied by the rates for labor categories set forth in Attachment B, plus other burdened direct costs (ODCs), such as travel-related expenses. Meals and incidental expenses will be invoiced on a "per diem" basis in accordance with the limits stated in the most current Federal Travel Regulations.

Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. In the event Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Licensee may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

- B. For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri shall prepare and submit monthly invoices based on the percent complete for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- C. Payment.** Licensee shall pay each invoice no later than thirty (30) days after receipt thereof. Payment shall be made to the Esri address identified on original Esri invoices.

ARTICLE 9—LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES

A. For Time and Materials Task Orders

- i. **Limited Warranty.** Esri warrants that for a period of thirty (30) days from the date of acceptance that the Services will conform to the professional and technical standards in the software industry. During the limited warranty period, Licensee may require Esri to reperform the Services, at no additional cost to the Licensee, which do not substantially conform to such standards. Services Output is provided "AS IS" without warranty of any kind.
- ii. **Disclaimer of Warranties**
- (a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION A.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B. For Firm Fixed Price Task Orders

- i. **Limited Warranty.** Esri warrants that for a period of thirty (30) days after acceptance of a Deliverable that the Deliverable will conform, in a manner consistent with professional and technical standards in the software industry, with the applicable written specifications that are included in, or delivered by Esri pursuant to, the corresponding Task Order.
- ii. **Disclaimer of Warranties**
- (a) WITH THE EXCEPTION OF THE LIMITED WARRANTY SET FORTH IN SECTION B.i. OF THIS ARTICLE 9, ESRI DISCLAIMS, AND THIS AGREEMENT EXPRESSLY EXCLUDES, ALL OTHER OBLIGATIONS TO CORRECT OR REPLACE DELIVERABLES AND OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION: (i) ANY WARRANTY THAT DELIVERABLES ARE ERROR-FREE, FAULT-TOLERANT, OR FAIL-SAFE; WILL OPERATE WITHOUT INTERRUPTION; ARE COMPATIBLE WITH ALL EQUIPMENT AND SOFTWARE CONFIGURATIONS; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED; (ii) ANY WARRANTY THAT THE DELIVERABLES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY DAMAGE OR ENVIRONMENTAL DAMAGE (ANY SUCH USE BY LICENSEE SHALL BE AT LICENSEE'S OWN RISK AND COST); (iii) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

- C. **Map Data Disclaimer.** ESRI DOES NOT WARRANT IN ANY WAY THE MAP DATA, WHETHER SUPPLIED BY LICENSEE OR ESRI, OR THE VENDORS OF EITHER OF THEM. IF SUPPLIED BY ESRI OR ITS VENDORS, ESRI BELIEVES SUCH MAP DATA IS RELIABLE, BUT IT MAY NOT BE FREE OF NONCONFORMITIES, DEFECTS, ERRORS, OR OMISSIONS; BE AVAILABLE WITHOUT INTERRUPTION; BE CORRECTED IF ERRORS ARE DISCOVERED; OR MEET LICENSEE'S NEEDS OR EXPECTATIONS. ESRI IS NOT INVITING RELIANCE ON MAP DATA, AND LICENSEE SHOULD ALWAYS VERIFY ACTUAL DATA FROM DOCUMENTS OF RECORD, FIELD MEASUREMENT, OR OBSERVATION.

ARTICLE 10—LIMITATION OF LIABILITY

- A. **Disclaimer of Certain Types of Liability.** IN NO EVENT SHALL ESRI OR ITS LICENSOR(S) BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS; LOST SALES OR BUSINESS EXPENDITURES; INVESTMENTS; OR COMMITMENTS IN CONNECTION WITH ANY BUSINESS, LOSS OF ANY GOODWILL, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT ESRI OR ITS LICENSOR(S) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.
- B. **General Limitation of Liability.** IN NO EVENT WILL ESRI'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE DELIVERABLES OR SERVICES OUTPUT, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, EXCEED THE AMOUNTS PAID TO ESRI BY LICENSEE FOR THE DELIVERABLES OR SERVICES OUTPUT FROM WHICH THE LIABILITY DIRECTLY AROSE. THIS LIMITATION WILL NOT APPLY TO CLAIMS BY THE CLIENT FOR BODILY INJURY OR DAMAGE(S) TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY, FOR WHICH ESRI IS LEGALLY LIABLE OR FOR ERRORS AND OMISSIONS COVERED BY ESRI'S INSURANCE TO THE EXTENT OF THE VALUE OF THE INSURANCE COVERAGE REQUIRED BY ATTACHMENT C.
- C. **Applicability of Disclaimers and Limitations.** Licensee agrees that the limitations of liability and disclaimers set forth in this Agreement will apply regardless of whether Licensee has accepted the Deliverables, or any other product or service delivered by Esri. The parties agree that Esri has set its prices and entered into this Agreement in reliance upon the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose or cause consequential loss), and that the same form an essential basis of the bargain between the parties.

ARTICLE 11—EXPORT CONTROL REGULATIONS

Licensee expressly acknowledges and agrees that Licensee shall not export, reexport, transfer, or release COTS Software, Services Output, or Deliverables in whole or in part, to (i) any U.S. embargoed country (or to a national or resident of any U.S. embargoed country); (ii) any person on the U.S. Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the U.S. Commerce Department's Table of Denial Orders; or (iv) any person or entity where such export, reexport, or provision violates any U.S. export control laws or regulations including, but not limited to, the terms of any export license or licensing provision and any amendments and supplemental additions to U.S. export laws as they may occur from time to time.

ARTICLE 12—TERM AND TERMINATION

- A. **Term.** Unless terminated earlier pursuant to Sections B, C, or D of this Article, the term of this Agreement shall expire upon the later to occur of (i) the delivery of the last scheduled Deliverable or Service as specified in the Task Orders executed under this Agreement or (ii) the expiration of a two (2)-year period commencing on the effective date of this Agreement. This Agreement may be extended by the mutual written agreement of both parties.
- B. **Termination for Convenience by Licensee.** Licensee may terminate this Agreement or any Task Order at any time on thirty (30) days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable termination expenses and the pro rata contract price for the Task Orders affected.

- C. Termination for Cause by Licensee.** Licensee shall have the right, in addition and without prejudice to any other rights or remedies, to terminate this Agreement or any Task Order for any material breach of this Agreement by Esri that is not cured within fifteen (15) days of receipt by Esri of a notice specifying the breach and requiring its cure.
- D. Termination for Cause by Esri.** Esri may terminate this Agreement immediately upon written notice to Licensee in the event that one or more of the following occur:

Insolvency of Licensee

- i. Licensee becomes insolvent, ceases to pay its debts in the ordinary course of business, is unable to pay its debts as they become due, or makes an assignment for the benefit of creditors;
- ii. A trustee or receiver is appointed for any or all of Licensee's assets;
- iii. Any bankruptcy or insolvency proceeding under any federal or state bankruptcy or insolvency code, or similar law, whether voluntary or involuntary, is commenced by or against Licensee;
- iv. Licensee is dissolved or liquidated;
- v. There is any
 - a. Material change in the management or control of Licensee;
 - b. Transfer of any substantial part of Licensee's business; or
 - c. Bulk transfer by Licensee pursuant to the Uniform Commercial Code or similar law.

Default or Breach by Licensee

- vi. Licensee defaults under this Agreement three (3) or more times within any six (6)-month period, regardless of whether such defaults are cured;
- vii. Licensee engages in the unauthorized use of the COTS Software;
- viii. Licensee engages in the unauthorized use, reproduction, or disclosure of Deliverables or Services Output;
- ix. Licensee breaches any provision of this Agreement and there is no possibility of cure;
- x. Licensee fails to pay after ten (10) days' written notice the amounts due to Esri pursuant to the "Compensation; Invoices" Article 8 of this Agreement.

E. Obligations upon Termination

- i. Upon termination by Esri, all outstanding Task Orders shall be subject to cancellation, acceptance, or rejection, at the sole discretion of Esri.
- ii. In the event of termination by Esri pursuant to Subsections v–x of Section D of this Article, the due dates of all invoices for amounts owed by Licensee to Esri shall be accelerated automatically so that such amounts become due and payable on the effective date of the termination, regardless of the payment term provisions set forth in this Agreement.
- iii. Upon termination of this Agreement, the parties shall have no further obligations pursuant to its terms, except that Articles 1, 4, 5, 8, 9.A.ii., 9.B.ii., 9.C., 10–14, 17, and 20–27 shall survive termination. Unless Licensee has materially breached its obligations under this Agreement, Articles 3, 9.A.i., and 9.B.i. shall also survive termination. Except where specifically stated otherwise, any current or future cause of action or claim of one party because of any breach or default of the other party and any accrued license rights shall survive to the degree necessary to permit the complete fulfillment or discharge of the cause of action.

ARTICLE 13—RESTRICTIONS ON SOLICITATION

Licensee shall not solicit for hire any Esri employee who is associated with efforts called for under this Agreement during the term of this Agreement and for a period of one (1) year thereafter. In the event the foregoing provision is breached, Licensee shall pay Esri liquidated damages for recruiting and training costs equal to twelve (12) months of the employee's compensation plus any legal expenses associated with the enforcement of this provision. The foregoing shall in no way restrict Licensee from publicly advertising positions for hire in newspapers, professional magazines, or Internet postings.

ARTICLE 14—TAXES

Values specified in Task Orders are exclusive of state, local, and other taxes or charges (including, without limitation, custom duties, tariffs, and value-added taxes, but excluding income taxes payable by Esri). In the event such taxes or charges become applicable to Deliverables or Services Output, Licensee shall pay any such taxes upon receipt of written notice that they are due.

ARTICLE 15—INDEPENDENT CONTRACTOR

Esri is, and at all times will be, an independent contractor. Nothing in this Agreement shall be deemed to create an employer/employee, principal/agent, or joint venture relationship. Neither party has the authority to enter into any contracts on behalf of the other party or otherwise act on behalf of the other party.

ARTICLE 16—FORCE MAJEURE

If the performance of this Agreement, or any obligation except the making of payments, is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war, terrorist act, cyberattack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any governmental agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction, or interference.

ARTICLE 17—NOTICE

All notice required by this Agreement shall be in writing to the parties at the following respective addresses, or to such other address as a party may subsequently specify in a notice provided in the manner described in this Article, and shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of three (3) days following post by first class registered or certified mail, return receipt requested, with postage prepaid; (iii) upon the passage of two (2) days following post by overnight receipted courier service; or (iv) upon transmittal by confirmed e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by U.S. certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal:

Licensee: Office of the City Attorney
City of Lodi
221 West Pine Street
Lodi, CA 95240

Esri: Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
USA
Project/Technical Notice—Attn.: John Perry,
Contracts Manager – Esri Professional Services Division
Tel.: 909-793-2853, extension 1133
Fax: 909-307-3034
Legal Notice—Attn.: Contract Manager
Tel.: 909-793-2853, extension 1133
Fax: 909-307-3020
With a copy to John Perry, Contracts Manager – Esri Professional Services Division

Notice for non-U.S. Licensees shall be deemed to have been received (i) upon delivery in person; (ii) upon the passage of seven (7) days following post by international courier service with shipment tracking provisions; or (iii) upon transmittal by confirmed e-mail or facsimile, provided that if sent by e-mail or facsimile, a copy of such notice shall be concurrently sent by receipted international courier service, with an indication that the original was sent by e-mail or facsimile and the date of its transmittal.

ARTICLE 18—ASSIGNMENT AND DELEGATION

Esri may, in whole or in part, assign any of its rights or delegate any performance under this Agreement, provided that Esri shall remain responsible for the performance it delegates. This Agreement binds and benefits successors or assigns permitted under this Article 18.

ARTICLE 19—SUCCESSOR AND ASSIGNS

Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate its obligations under this Agreement without Esri's prior written consent, and any attempt to do so without consent shall be void. This Agreement shall be binding upon the respective successors and assigns of the parties to this Agreement.

ARTICLE 20—IMPLIED WAIVER

The failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

ARTICLE 21—SEVERABILITY

The parties mutually agree that if any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

ARTICLE 22—COUNTERPARTS

This Agreement may be executed in counterparts, all of which, taken together, shall be deemed one (1) original document.

ARTICLE 23—ORDER OF PRECEDENCE AND AMENDMENTS

The terms and conditions of this Agreement and executed Task Orders supersede any terms and conditions outlined in any ordering or authorizing documents of Licensee such as purchase orders. In the event of a conflict between this Agreement and an executed Task Order, the Task Order shall govern. Any additional terms or conditions in ordering or authorizing documents of Licensee, modifications, or amendments to this Agreement must be in writing and signed by an authorized representative of each party to be binding.

ARTICLE 24—EQUITABLE RELIEF

Licensee agrees that any breach of this Agreement by Licensee will cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Esri shall have the right to an injunction, specific performance, or other equitable relief in any court of competent jurisdiction to prevent violation of these terms and without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

ARTICLE 25—CLAIM MUST BE FILED WITHIN ONE (1) YEAR

Any claim related to this Agreement or the Services or Deliverables may not be brought unless brought within one (1) year. The one (1)-year period begins on the date when a party knew or should have known of the claim. If it is not filed during the one (1)-year period, then that claim is permanently barred. This applies to Licensee and Licensee's successors and/or assigns. It also applies to Esri and/or Esri's successors and assigns.

ARTICLE 26—INSURANCE

Esri will maintain the insurance coverages stated in Attachment C – Insurance Requirements for Consultant during the term of this Agreement.

ARTICLE 27—GOVERNING LAW AND ARBITRATION

- A. Licensees in the United States of America, Its Possessions, and Territories.** This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to conflict of laws principles. Except as provided in Article 24, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which cannot be settled through negotiation, shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If Licensee is a U.S. Government agency, this Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601–613), in lieu of the Arbitration provisions of this clause.
- B. All Other Licensees.** All disputes arising in connection with the present Agreement that cannot be settled through negotiation shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said Rules. The language of the arbitration shall be in English. The place of the arbitration shall be a mutually agreed location. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. Either party shall, at the request of the other, make available documents or witnesses relevant to the material aspects of the dispute.

ARTICLE 28—ENTIRE AGREEMENT

This Agreement constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, understandings, and arrangements, written or oral, between the parties relating to such subject matter.

The parties acknowledge that they have read and understand this Agreement and agree to be bound by its terms and conditions. The undersigned hereby acknowledges and represents that he/she has the authority to bind his/her organization to these terms and conditions. An executed Agreement shall constitute a duplicate if it is transmitted through electronic means, such as fax or e-mail, and reflects the signing of the document by the Licensee. Duplicates are valid and binding even if the original paper document bearing Licensee's original signature is not delivered.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and effective as of the last date written below.

**CITY OF LODI, a municipal corporation
(Licensee)**

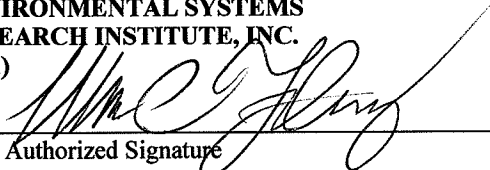
By: _____
Authorized Signature

Printed Name: KONRADT BARTLAM

Title: CITY MANAGER

Date: _____

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)**


By:  _____
Authorized Signature

Printed Name: William C. Fleming
Managing Business Attorney

Title: _____

Date: JUN 05 2012

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

By: _____
Authorized Signature 

Date: _____

ATTEST:

By: _____
Authorized Signature

Printed Name: RANDI JOHL

Title: CITY CLERK

Date: _____

Attachments

Attachment A—Sample Task Order (Scope of Work and Pricing Summary)
Attachment B—Time and Materials Rate Schedule
Attachment C—Insurance Requirements

ATTACHMENT A
SAMPLE TASK ORDER
Esri Agreement No. 2011C1482
Task Order No. _____

In accordance with the terms and conditions of the above-referenced Agreement between Environmental Systems Research Institute, Inc. (Esri), and _____ (Licensee), _____ (Licensee Address), this Task Order authorizes preparation and provision of the Services Output and/or Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. Scope of Work: [As applicable, specifically identify and describe Services Output or Deliverables including Custom Code, Map Data, and Technical Data (including Technical Assistance) and the resources to be provided by Licensee (including Licensee-supplied personnel, software, hardware, and digital or hard-copy data), and place of delivery and location where technical assistance will be provided.] The scope of work may be an Exhibit to the Task Order.

In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Licensee shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. Contract Type [Firm Fixed-Price (FFP) or Time and Materials (T&M)]:
3. Total Task Order Value (if FFP) or Not-to-Exceed Value (if T&M):
4. Licensee Address for the Receipt of Esri Invoices:
5. Delivery Schedule or Start/End Date(s) for Each Deliverable:
6. Special Considerations:
7. Esri Project Manager: (insert name, telephone, fax, and e-mail address)
Esri Senior Contract Administrator: (insert name, telephone, fax, and e-mail address)
Licensee Project Manager: (insert name, telephone, fax, and e-mail address)
Licensee Senior Contract Administrator: (insert name, telephone, fax, and e-mail address)
Licensee Accounts Payable Contact: (insert name, telephone, fax, and e-mail address)

ACCEPTED AND AGREED:

(Licensee)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

By: _____
Authorized Signature

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
Authorized Signature

Printed Name: RANDI JOHL

Title: CITY CLERK

Date: _____

**ATTACHMENT B
TIME AND MATERIALS RATE SCHEDULE**

Effective January 1, 2012

Hourly time and materials labor rates have been provided for each labor category for calendar year 2012. The hourly labor rates for services that are performed after 2012 may be escalated in an amount not to exceed five percent (5%) each year. Other direct costs, such as travel, reproduction, subcontractor, telecommunication/freight, or materials, will be charged a material handling fee and invoiced.

GIS Technical Specialist/Engineer (S1)

Hourly Rate: \$184

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software documentation according to design specifications developed by senior technical staff described below. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2)

Hourly Rate: \$238

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in Esri COTS software products; web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

Senior GIS System/Software Architect (S3)

Hourly Rate: \$292

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of geographic information system (GIS) applications and related information technologies and may also provide specific expertise in areas such as web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with Esri COTS software products; software and database design methodologies; web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1)

Hourly Rate: \$224

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting is provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2)**Hourly Rate: \$283**

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for GIS and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars development, requirements definition, application and database design, and system integration. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3)**Hourly Rate: \$373**

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration. Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

GIS Database Specialist/Analyst (DB)**Hourly Rate: \$155**

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.

ATTACHMENT C INSURANCE

Insurance Requirements for Consultant The Consultant shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Consultant and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Consultant's operations under this contract, whether such operations be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Ea. Occurrence
\$2,000,000 Aggregate

2. **COMPREHENSIVE AUTOMOBILE LIABILITY**

Proof of coverage with limits not less than \$1,000,000 combined single limit and naming the CITY, by separate endorsement, as an additional insured.

3. **PROFESSIONAL ERRORS AND OMISSIONS**

Not less than \$50,000 per Claim./\$1,000,000 Aggregate. Certificate of Insurance only required.

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage for at least two (2) years after termination or expiration of this Agreement.

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) **Additional Named Insured Endorsement**

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies. The Consultant may provide confirmation of blanket endorsements in satisfaction of this requirement.)

(b) **Primary Insurance Endorsement**

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) **Severability of Interest Clause**

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) **Notice of Cancellation or Change in Coverage Endorsement**

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage (10 days in case of cancellation for non-payment of premium) to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240. The Consultant may provide confirmation of blanket endorsements in satisfaction of this requirement.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage (10 days in case of cancellation for non-payment of premium) to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.



TASK ORDER NO. 1

Issued Under
Esri Agreement No. 2011C1482

In accordance with the terms and conditions of the above-referenced Agreement between **Environmental Systems Research Institute, Inc. (Esri)**, and the **City of Lodi (Licensee)**, 221 W. Pine Street, Lodi, CA, 95240 (Licensee Address), this Task Order authorizes preparation and provision of the Deliverables described and in accordance with the terms, schedule, and start/end date(s) specified below.

1. **Scope of Work:** See Exhibit 1, which is attached hereto and incorporated herein by this reference.

In addition to the foregoing, Licensee agrees that its employees, representatives, and subcontractors will cooperate and communicate with Esri during performance of this Task Order. Without cost to Esri, Licensee shall provide, allow access to, or assist Esri in obtaining all data Esri requests for performance of this Task Order, including, but not limited to, (1) copies of previously prepared reports, maps, plans, surveys, records, and other documents in the control or possession of Licensee and (2) copies of ordinances, codes, regulations, or other governmental documents.

2. **Contract Type:** Firm Fixed-Price (FFP).

3. **Total Task Order Value: \$72,000** as detailed in the following table:

Tasks	Price (USD)
Task 1 - GIS Implementation Workshop	\$10,500
Task 2 - Prepare GIS Implementation Findings Report	\$13,850
Task 3 - Develop and Perform Initial Data Migration	\$37,850
Task 4 - Conduct Data Migration Technology Transfer and Training Workshop	\$9,800
Total Firm Fixed Price	\$72,000

4. **Licensee Address for the Receipt of Esri Invoices:** City of Lodi, Electric Utility Department, 1331 S. Ham Lane, Lodi, CA, 95242
5. **Delivery Schedule:** November 8, 2012 through June 30, 2013 or as otherwise mutually agreed between the parties in writing.
6. **Special Considerations:** None.
7. **Esri Project Manager:** Bala Mullachery, Tel: (909) 793-2853, Ext. 1747, E-mail: bmulachery@esri.com
Esri Contract Administrator: M Carberry, Tel: (909) 793-2853, Ext. 3446, E-mail: mcarberry@esri.com
Licensee Project Manager: Carl Wohl, Tel: 209-333-6800 ext. 2547, cwohl@lodielectric.com
Licensee Contract Administrator: Danielle Rogers, Tel: 209-333-6800 ext. 2418, drogers@lodielectric.com
Licensee Accounts Payable Contact: Accounts Payable, Tel: 209-333-6721, Fax: 209-333-6795

ACCEPTED AND AGREED:

CITY OF LODI, a municipal corporation
(Licensee)

By: _____
Authorized Signature

Printed Name: KONRADT BARTLAM

Title: CITY MANAGER

Date: _____

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney
JANICE D. MAGDICH, Deputy City Attorney

By: _____
Authorized Signature

Date: _____

**ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.**
(Esri)

By: _____
Authorized Signature

Printed Name: John Perry

Title: Contracts Manager – Esri Professional Services

Date: 15 OCT 12

ATTEST:

By: _____
Authorized Signature

Printed Name: RANDI JOHL

Title: CITY CLERK

Date: _____



**Exhibit 1
to Task Order No. 1
Issued under
Agreement No. 2011C1482**

Scope of Work

This Scope of Work covers the first phase of a 3 phase GIS implementation at Lodi Electric Utility. The identified 3 phases are:

- Phase 1 : **Preliminary GIS Implementation**
- Phase 2 : **GIS Data Integration and Cleanup**
- Phase 3 : **GIS Integration with other Systems**

Key Assumptions

This Scope of Work described herein is based on the following key assumptions:

- Unless otherwise specified, Esri off-site work will be performed at our offices in Redlands, California.
- All on-site tasks will occur over consecutive business days. The definition of a business days is eight (8) hours.
- Timely review and acceptance of project deliverables by Lodi Electric Utility
- ArcGIS version 10.0 will be implemented. Lodi Electric Utility is responsible for procuring and obtaining the necessary software licenses at its own cost.

Phase 1 Preliminary GIS Implementation

Task 1 –GIS Implementation Workshop

Under the scope of this task, Esri will conduct a GIS Implementation Workshop to be held at the Lodi Electric Utility facility located in Lodi, CA. During the workshop, Esri will perform an evaluation of GIS system needs, discuss implementation plan options, and the data model for potential electric department functional and operational improvements.

Prior to initiation of the on-site workshop, Esri will develop a draft source data mapping matrix based on the ArcGIS Electric MultiSpeak data model. This draft version of the spreadsheet will be provided to the Lodi Electric Utility project manager ten (10) business days in advance of the on-site workshop with instructions. The Lodi Electric Utility project manager will distribute this spreadsheet and instructions to the relevant Lodi Electric Utility staff in order to maximize the workshop efficiency and to make staff aware of the scope of the workshop sessions.

In order to facilitate workshop discussions, Lodi Electric Utility will be responsible for providing documentation of relevant Lodi Electric Utility existing data sources (CAD, paper maps, databases, reports, etc.) and application details to Esri at least ten (10) business days in advance of the workshop.

An Esri Senior Technical Lead will travel to Lodi Electric Utility offices in Lodi, CA for two (2) business days to conduct a GIS Implementation Workshop. The purpose of the workshop is to hold a series of informal interviews with relevant Lodi Electric Utility staff to identify the geographic information and analysis requirements of Lodi Electric Utility GIS users. The interviews will focus on the tasks, functions, data usage, and needs of each department or group. In addition to the interview activities, Esri will deliver a brief presentation on the agenda, procedures and purpose of the workshop.

During the workshop, Esri will meet with the appropriate Lodi Electric Utility department heads, managers, and selected technical staff to discuss:

- Proposed GIS implementation and related business processes, including:
 - GIS usage in the enterprise
 - Overall architecture and workflow
 - Hardware and network configuration
 - Data, data models, data maintenance, and data distribution workflows

Esri Deliverables:

- Prepare a draft version of the Source Data Mapping Matrix.
- Travel to Lodi Electric Utility offices in Lodi, CA for two (2) business days to conduct an on-site GIS Implementation Workshop.

Lodi Electric Utility Responsibilities:

- Provide Esri with the relevant existing documentation at least ten (10) days prior to initiation of the on-site workshop.
- Ensure attendance and participation of appropriate staff in the workshop.
- Provide meeting facilities and equipment to host workshop activities.
- Provide Esri with access to Lodi Electric Utility staff to address follow-up questions as required.

Task 2 – Prepare GIS Implementation Findings Report

Following the on-site GIS System Implementation Workshop conducted in Task 1, Esri will prepare a summary of the workshop findings in a GIS Implementation Findings Report. The summary report will include the following:

- Existing spatial data and related data sources; interrelationships between data and different departments at Lodi
- Summary of the current environment including hardware, software, and data source/ database issues
- Recommendations for additional data needs
- Recommendations/options for 3rd party Electric ArcGIS software solutions acquisition and deployment
- Source Data Mapping Matrix
- ArcGIS MultiSpeak Data Model

ESRI will provide Lodi Electric Utility with a draft version of the GIS Implementation Findings Report for its review. Lodi Electric Utility is responsible for reviewing the draft document and providing written consolidated comments to Esri within ten (10) business days of receipt. Upon receipt of Lodi Electric

Utility comments, Esri will lead a two (2) hour webcast via Adobe Connect (web conference) to review the comments. Upon completion of the webcast review, Esri will revise the GIS Implementation Findings Report, as mutually agreed and submit a final version to Lodi Electric Utility. Lodi Electric Utility is responsible for reviewing and providing Esri with written acceptance of the Final GIS Implementation Findings Report within ten (10) business day of receipt.

Esri Deliverables:

- Draft and final versions of the GIS Implementation Findings Report.
- Lead a GIS Implementation Findings Report review web conference of up to two (2) hours.

Lodi Electric Utility Responsibilities:

- Provide Esri with access to Lodi Electric Utility staff to address follow-up questions as required.
- Provide Esri with consolidated written comments to the draft GIS Implementation Findings Report within ten (10) business days of receipt.
- Participate in a two (2) hour web conference to review comments on the draft GIS Implementation Findings Report.
- Provide meeting facilities and equipment to host presentation activities.
- Provide Esri with written acceptance of the final GIS Implementation Findings Report within ten (10) business days of receipt.

Task 3 – Develop and Perform Initial Data Migration

Once Lodi Electric Utility approves the GIS Implementation Findings Report, Esri will design and develop a Data Migration Tool Design Workflows and QA/QC Plan. Esri will provide Lodi Electric utility with a draft version of the Data Migration Tool Design Workflows and QA/QC Plan for its review. Lodi Electric Utility is responsible for reviewing the draft document and providing written consolidated comments to Esri within ten (10) business days of receipt. Esri will revise the Data Migration Tool Design Workflows and QA/QC Plan, as mutually agreed and submit a final version. Lodi Electric Utility is responsible for reviewing and providing Esri with written acceptance of the Final Data Migration Tool Design Workflows and QA/QC Plan document within ten (10) business day of receipt.

During this task Esri will configure data migration ModelBuilder tools using ArcGIS core geo-processing tools and ArcGIS Interoperability extension, develop/configure data cleanup tool(s) to execute in auto mode, and configure GIS Data Reviewer tools for data validation. These tools will be delivered to Lodi Electric Utility as part of Task 4 – Conduct Data Migration Technology Transfer and Training Workshop. The data migration tools will perform batch data migration and loading of AutoCAD DWG files/Transformer DB/Material DB attribute information in to ArcGIS MultiSpeak Electric Data Model. The migrated data will have several inherited connectivity issues from the CAD geometries. A custom tool(s) will be developed in ArcGIS to execute automatically and fix rule based connectivity issues. Once the data is migrated and executed with the connectivity cleanup tools, Esri will run custom configured GIS Data Reviewer QA/QC tools to identify anomalies related to the geodatabase integrity, geometry, connectivity, relationships, and attribute validation on the entire geodatabase. The errors identified will be summarized in to a QA/QC Report and delivered to Lodi Electric Utility for the potential manual cleanup and also will be recommended possible auto/mass correction using existing tools available within ArcGIS.

Lodi Electric Utility will package source data files and will either send them to Esri in a DVD or upload them into the Esri secured FTP site (as mutually agreed with Esri) ten (10) business days before the data

migration. The source data file package will include DWG files, Transformer DB and Material DB. During the data migration, Esri will be communicating with Lodi Electric Utility through emails to clarify and resolve source data queries or issues found. Lodi Electric Utility will be responsible for reviewing and resolving these source data queries or issues within five (5) business days of receipt, unless Lodi Electric Utility and Esri agree to a longer period of time for issues that may require more time. The two days review and response requirement is intended to reduce delays caused by unresolved issues, which could ultimately affect the project schedule.

As part of this task, Esri will configure an ArcMap MXD file that symbolizes Lodi Electric Utility's electric facilities using symbology that cartographically resembles to the Lodi Electric Utility existing symbology. Esri will be leveraging the existing symbol libraries available in ArcGIS and will be performing minor adjustment to the symbology to create a comparable look and feel similar to the existing Lodi Electric Utility feature symbology.

Esri Deliverables:

- Draft and final Data Migration Tool Design Workflows and QA/QC Plan.
- Migrated Geodatabase in ArcGIS Electric MultiSpeak Model.
- Configured ArcMap MXD file.
- QA/QC Reports.

Lodi Electric Utility Responsibilities:

- Review the draft Data Migration Tool Design Workflows and QA/QC Plan and provide written consolidated comments to Esri within ten (10) business days of receipt.
- Provide Esri with written acceptance of the Final Data Migration Tool Design Workflows and QA/QC Plan within ten (10) business days of receipt.
- Provide Source Data files (DWG, Transformer DB and Material DB) to Esri ten (10) business days before the migration process to Esri.
- Provide Esri with a response within five (5) business days to the clarifications, queries and issues raised by Esri during this task.

Assumptions:

- ESRI will migrate and populate the source data attributes based on the Source Data Mapping Matrix, Data Model and other rules provided and approved by the Lodi Electric Utility during the Task 2 – Prepare GIS Implementation Findings Report.
- There is no manual data processing or connectivity cleanup to be performed by Esri included in this scope of work.

Task 4 – Conduct Data Migration Technology Transfer and Training Workshop

During this task an Esri Senior Technical Lead will travel to Lodi Electric Utility offices in Lodi, CA for two (2) business days to conduct a Data Migration Technology Transfer and Training Workshop. The tools used for data migration and data loading, connectivity cleanup, and QA/QC tools from task 3 will be installed on one (1) to a maximum of five (5) computers at Lodi Electric Utility offices. The workshop agenda will be circulated by Esri to Lodi Electric Utility five (5) days before the workshop start date. The following training will be conducted for a maximum of five (5) Lodi Electric Utility staff during this workshop:

- Data Migration Model builder tools
- Custom cleanup tools developed in ArcGIS

- GIS Data Reviewer QA/QC configuration
- QA/QC Report and Manual data editing (cleanup) process

Esri Deliverables:

- Technology transfer workshop agenda.
- Two (2) days onsite Data Migration Technology Transfer and Training Workshop to train a maximum of five (5) Lodi Electric Utility technical staff on the following 4 major items:
 - Data Migration Model builder tools.
 - Custom cleanup tools developed in ArcGIS
 - GIS Data Reviewer QA/QC configuration
 - QA/QC Report and Manual data editing (cleanup) process

Lodi Electric Utility Responsibilities:

- Identify the technical staff to attend the technology transfer workshop, circulate the workshop agenda and ensure attendance and participation.
- Provide meeting facilities and necessary equipment to host workshop activities.

Assumptions:

- Participants in this technology workshop will have prior ArcGIS Desktop working experience.
- The Data Migration Technology Transfer and Training Workshop is limited to the services that Esri is providing to Lodi Electric Utility in this scope of work for the data migration and QA/QC. The workshop will not be covering the different ArcGIS Desktop applications and geodatabase training.
- Esri will train the Lodi Electric Utility staff to configure new symbology. The creation of new symbology to match the Lodi Electric Utility existing symbology by Esri is not part of this scope of work.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/06/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
4695 MacArthur Court, Suite 700
(949) 399-5800
License #0437153
Newport Beach, CA 92660
J17700-ESRI-GAWUE-11-12

INSURED
Environmental Systems
Research Institute, Inc.
380 New York Street
Redlands, CA 92373



CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Travelers Property Casualty Co. Of America A+XV YES	25674
INSURER B:	Travelers Indemnity Co Of CT	25682
INSURER C:	St. Paul Fire & Marine Ins Co	24767
INSURER D:	N/A	N/A
INSURER E:	N/A	N/A
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

LOS-001509579-01

REVISION NUMBER: 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLANKET CONTRACTUAL <input checked="" type="checkbox"/> OWNERS & CONTRACTORS GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		6600130P85A	12/15/2011	12/15/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA3167P651	12/15/2011	12/15/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ COMP/COLL DEDS: \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			QK04501360	12/15/2011	12/15/2012	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	HJUB8A84328711	12/15/2011	12/15/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Errors & Omissions Claims Made Retro Date 7/16/1987			TE06103286	12/15/2011	12/15/2012	Limit \$ 1,000,000 Deductible \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: ESRI Agreement No. 2011C1482

City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents Employees and Volunteers are named as Additional Insured per written contract with the named insured. Primary wording applies as required by written contract.

Subject to policy terms, conditions, limitations and exclusions. 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

City of Lodi
221 W. Pine Street
Lodi, CA 95240

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh Risk & Insurance Services

John Graef

DMWILL

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

NONRENEWAL:

Number of Days Notice of Nonrenewal: 10

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OR NONRENEWAL OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED RECEIVES NOTICE FROM US OF THE CANCELLATION OR NONRENEWAL OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

- A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.
- B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

- (1) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

- (2) Any other primary insurance available to you covering liability for damages arising out of the premises or operations for which you have been added as an additional insured by attachment of an endorsement.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contrib-

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TECHNOLOGY XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|--|
| A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion | J. Blanket Additional Insured – Lessors Of Leased Equipment |
| B. Non-Owned Watercraft Less Than 75 Feet | K. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement |
| C. Aircraft Chartered With Pilot | L. Blanket Additional Insured – Broad Form Vendors |
| D. Damage To Premises Rented To You | M. Who Is An Insured – Unnamed Subsidiaries |
| E. Increased Supplementary Payments | N. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships Or Joint Ventures |
| F. Who Is An Insured – Employees And Volunteer Workers – First Aid | O. Contractual Liability – Railroads |
| G. Who Is An Insured – Employees – Supervisory Positions | P. Knowledge And Notice Of Occurrence Or Offense |
| H. Who Is An Insured – Newly Acquired Or Formed Organizations | Q. Unintentional Omission |
| I. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | R. Blanket Waiver Of Subrogation |

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion **a., Expected Or Intended Injury**, in Paragraph 2., of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT LESS THAN 75 FEET

The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2.

of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion j., **Damage To Property**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions c., g. and h., and Paragraphs (1), (3) and (4) of Exclusion j., do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by fire unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**:
 6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

 - a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
 - b. \$100,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

(b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:
 - b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS – FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed

or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III – LIMITS OF INSURANCE:**

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED:**

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

H. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II – WHO IS AN INSURED:**

4. Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner

or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";
 - (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or
 - (6) "Your products" which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingre-

dient, part or container entering into, accompanying or containing such products; or

- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II – Who Is An Insured.

O. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

COMMERCIAL GENERAL LIABILITY

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

Q. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

R. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

1. AA# _____
2. JV# _____

**CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST**

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Elizabeth Kirkley	5. DATE:	November 7, 2012
4. DEPARTMENT/DIVISION: Electric Utility			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	160		3205	Fund Balance	\$72,000
B. USE OF FINANCING	160	160612	7323	Professional Services	\$72,000

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

This implementation project of GIS will improve the operational reliability, safety, and efficiency of the electrical system; ultimately will reduce outage time of electrical power, and reduce operational cost. The contract will have three phases; phase 1: data collection and migration to ESRI platform; phase 2: GIS model building; and phase 3: integration of EUD's existing Milsoft engineering software and Supervisory Control and Automatic Data Acquisition (SCADA) system into the GIS model. The total contract amount is \$72,000.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: 11-21-2012 Res No: _____ Attach copy of resolution to this form.

Department Head Signature: _____

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE A
PROFESSIONAL SERVICES AGREEMENT FOR
GEOGRAPHICAL INFORMATION SYSTEM SERVICES

=====

WHEREAS, on March 21, 2012 the City Council authorized the City Manager to execute a professional services agreement with Environmental Systems Research Institute, Inc. (ESRI) for Geographical Information System (GIS) software to provide a standard mapping platform citywide; and

WHEREAS, the ESRI GIS software is capable of much more complex uses and is intended to be the foundation to expand department specific GIS capabilities; and

WHEREAS, the GIS project for the Electric Utility Department (EUD) will have three phases; phase 1: data collection and migration to ESRI platform; phase 2: GIS model building; and phase 3: integration of EUD's existing Milsoft engineering software and Supervisory Control and Automatic Data Acquisition (SCADA) system into the GIS model; and

WHEREAS, this contract will provide implementation of phase 1 as outlined in the attached agreement; and

WHEREAS, staff recommends approval of this agreement and appropriation of funds.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with Environmental Systems Research Institute, Inc., of Redlands, for GIS services in an amount not to exceed \$72,000.

BE IT FURTHER RESOLVED that funds in the amount of \$72,000 will be appropriated for this contract from the Electric Utility Operating Fund 160.

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the City Manager to Execute Contract with Diede Construction, Inc., of Woodbridge for Directional Boring and Conduit Installation (\$300,000)

MEETING DATE: November 21, 2012

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute contract with Diede Construction, Inc., of Woodbridge, for directional boring and conduit installation in an amount not to exceed \$300,000.

BACKGROUND INFORMATION: The City of Lodi Electric Utility Department (EUD) maintains approximately 123 miles of overhead power lines and 12 miles of underground cable in order to supply electric power to its customers. As part of routine maintenance and upgrades to the electric system, underground cable needs replacement. When replacing underground cable, EUD crews first attempt to pull in new conductor via plastic conduit that was buried when the system was first installed. Often times it is crushed and unusable due to aging, ground movement, or tree root intrusion. When that is the case, new conduit must be installed for the replacement cable. This is done by either trenching or directional boring. EUD staff recommends directional boring to mitigate time delays, inconvenience to the public and costly repairs to sidewalks, street and landscaping.

The proposed directional boring agreement covers the period of November 22, 2012 to June 30, 2013 with the option for up to three additional one-year extensions covering fiscal years 2013/14, 2014/15 and 2015/16.

The EUD advertised bid documents on October 26, 27, 2012. Four respective contractors requested bid documents. On November 7, 2012, bids were opened with the results shown on Exhibit A.

Staff reviewed the proposals and deemed Diede Construction bid the lowest and compliant with the approved specifications.

FISCAL IMPACT: Procurement cost not to exceed \$300,000.

FUNDING: Included in FY 2012/13 Budget Account No. 161650.1820

Jordan Ayers
Deputy City Manager/Internal Service Director

Elizabeth A. Kirkley
Electric Utility Director

PREPARED BY: Kevin Riedinger, Electric Operations Superintendent
EAK/KR/lst

APPROVED: _____
Konradt Bartlam, City Manager

Directional Boring and Conduit Installation
 Bid Tabulation
 Received 11/07/2012

EXHIBIT A

	Directional Boring and Conduit Installation						
	Bid Tab						
				Diedi	Deleo	Golden	Irish
Item	Description	Unit	Est'd Qty.	Unit Price	Unit Price	Unit Price	Unit Price
1	One (1) each 6" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$44.00	\$70.25	\$56.75	\$95.86
	One (1) each 5" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$43.00	\$68.60	\$52.65	\$94.36
	One (1) each 4" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$36.00	\$44.75	\$48.75	\$92.86
	One (1) each 3" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$30.00	\$44.65	\$45.00	\$92.36
	Two (2) 3" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$37.00	\$52.45	\$50.75	\$95.36
	One (1) each 2" HDPE	LF	\$0.00	\$23.00	\$35.15	\$42.75	\$91.36
	Two (2) 2" HDPE	LF	\$0.00	\$25.00	\$36.00	\$46.00	\$93.36
	Three (3) 2" HDPE	LF	\$0.00	\$30.00	\$36.90	\$49.00	\$95.36
	One (1) ¾" HDPE	LF	\$0.00	\$22.00	\$35.00	\$42.00	\$89.36
	Two (2) ¾" HDPE	LF	\$0.00	\$23.00	\$35.00	\$45.00	\$89.36
2	Excavate, Trench, Backfill, and Compact all Excavations	LF	\$0.00	\$50.00	\$65.00	\$84.00	\$42.50
3	Asphalt Removal and Replacement as required above need for standard boring work	SF	\$0.00	\$35.00	\$32.00	\$28.75	\$32.00
4	Concrete Removal and Replacement as required above need for standard boring work	SF	\$0.00	\$35.00	\$27.00	\$34.75	\$42.24
5	Curb and Gutter Removal and Replacement	SF	\$0.00	\$32.00	\$42.00	\$56.50	\$42.00
6	Dispose of all excess material for each project	EA	\$0.00	\$250.00	\$250.00	\$650.00	\$500.00
7	Construction notification for each project	EA	\$0.00	\$81.00	\$250.00	\$725.00	\$500.00
8	Excavation Safety for each project	EA	\$0.00	\$312.00	\$250.00	\$375.00	\$500.00

CITY OF LODI, CALIFORNIA

THIS CONTRACT made by and between the CITY OF LODI, State of California, herein referred to as the "City," and _____, herein referred to as the "Contractor."

W I T N E S S E T H :

That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

The complete Contract consists of the following documents which are incorporated herein by this reference, to-wit:

Notice Inviting Bids	The Latest Edition of
Information to Bidders	Standard Specifications,
General Provisions	State of California,
Special Provisions	Business and Transportation Agency,
Bid Proposal	Department of Transportation
Contract	
Contract Bonds	
Plans	

All of the above documents, sometimes hereinafter referred to as the "Contract Documents," are intended to cooperate so that any work called for in one and not mentioned in the other is to be executed the same as if mentioned in all said documents.

ARTICLE I - That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the City and under the condition expressed in the two bonds bearing even date with these presents and hereunto annexed, the Contractor agrees with the City, at Contractor's cost and expense, to do all the work and furnish all the materials except such as are mentioned in the specifications to be furnished by the City, necessary to construct and complete in a good workmanlike and substantial manner and to the satisfaction of the City the proposed improvements as shown and described in the Contract Documents which are hereby made a part of the Contract.

ARTICLE II - The City hereby promises and agrees with the Contractor to employ, and does hereby employ, the Contractor to provide all materials and services not supplied by the City and to do the work according to the terms and conditions for the price herein, and hereby contracts to pay the same as set forth in Section 5-600, "Measurement, Acceptance and Payment," of the General Provisions, in the manner and upon the conditions above set forth; and the said parties for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of the covenants herein contained.

ARTICLE III - The Contractor agrees to conform to the provisions of Chapter 1, Part 7, Division 2 of the Labor Code. The Contractor and any Subcontractor will pay the general prevailing wage rate and other employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, apprenticeship or other training programs. The responsibility for compliance with these Labor Code requirements is on the prime contractor.

ARTICLE IV - And the Contractor agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage arising out of the nature of the work aforesaid or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the City, and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, in the manner and according to the Plans and Contract Documents and the requirements of the Engineer under them, to-wit:

Perform the work necessary for directional boring, installing conduit, and other incidental and related work for multiple projects with a contract price of not to exceed \$300,000, all as shown on the plans and specifications for the above project.

UNIT PRICE ITEMS

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
1.	Bore and install conduit as follows:		
	One (1) each 6" Schedule 40 PVC Bore Guard or Certacom	LF	\$ <u>44.00</u>
	One (1) each 5" Schedule 40 PVC Bore Guard or Certacom	LF	\$ <u>43.00</u>
	One (1) each 4" Schedule 40 PVC Bore Guard or Certacom	LF	\$ <u>36.00</u>
	One (1) each 3" Schedule 40 PVC Bore Guard or Certacom	LF	\$ <u>30.00</u>

UNIT PRICE ITEMS (CONT.)

ITEM NO.	DESCRIPTION	UNIT	UNIT PRICE
	Two (2) 3" Schedule 40 PVC Bore Guard or Certacom	LF	\$ <u>37.00</u>
	One (1) each 2" HDPE	LF	\$ <u>23.00</u>
	Two (2) 2" HDPE	LF	\$ <u>25.00</u>
	Three (3) 2" HDPE	LF	\$ <u>30.00</u>
	One (1) ¾" HDPE	LF	\$ <u>22.00</u>
	Two (2) ¾" HDPE	LF	\$ <u>23.00</u>
2.	Excavate, Trench, Backfill, and Compact all Excavations	LF	\$ <u>50.00</u>
3.	Asphalt Removal and Replacement as required above need for standard boring work	SF	\$ <u>35.00</u>
4.	Concrete Removal and Replacement as required above need for standard boring work	SF	\$ <u>35.00</u>
5.	Curb and Gutter Removal and Replacement	SF	\$ <u>32.00</u>
6.	Dispose of all excess material for each project	EA	\$ <u>250.00</u>

UNIT PRICE ITEMS (CONT.)

ITEM			
NO.	DESCRIPTION	UNIT	UNIT PRICE
7.	Construction notification for each project	EA	\$ <u>81.00</u>
8.	Excavation Safety for each project	EA	\$ <u>312.00</u>

ARTICLE V - By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

ARTICLE VI - It is further expressly agreed by and between the parties hereto that, should there be any conflict between the terms of this instrument and the Bid Proposal of the Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

ARTICLE VII - The City is to furnish the necessary rights-of-way and easements and to establish lines and grades for the work as specified under the Special Provisions. All labor or materials not mentioned specifically as being done by the City will be supplied by the Contractor to accomplish the work as outlined in the specifications.

ARTICLE VIII - The Contractor agrees to commence work pursuant to this contract within 30 calendar days and to diligently prosecute to completion within 60 WORKING DAYS for each project submitted within the one-year term of this contract.

ARTICLE IX - This agreement may be extended for three (3) additional one-year terms at the City's option on the same terms and conditions as set forth herein. City shall exercise its option in writing 30 days before the expiration of this agreement.

WHEN SIGNING THIS CONTRACT, THE CONTRACTOR AGREES THAT THE TIME OF COMPLETION FOR THIS CONTRACT IS REASONABLE AND THE CONTRACTOR AGREES TO PAY THE CITY LIQUIDATED DAMAGES AS SET FORTH IN SECTION 6.5 OF THE SPECIAL PROVISIONS. CONTRACTOR AGREES THAT THIS AMOUNT MAY BE DEDUCTED FROM THE AMOUNT DUE THE CONTRACTOR UNDER THE CONTRACT.

IN WITNESS WHEREOF, the parties to these presents have hereunto set their hands the year and date written below.

CONTRACTOR:

CITY OF LODI

By: _____
Konradt Bartlam
City Manager

By: _____

Date: _____

Attest:

Title

Randi Johl
City Clerk

(CORPORATE SEAL)

Approved As To Form

D. Stephen Schwabauer, City Attorney
Janice D. Magdich, Deputy City Attorney



RESOLUTION NO 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AWARDING CONTRACT AND AUTHORIZING THE CITY
MANAGER TO EXECUTE CONTRACT FOR DIRECTIONAL
BORING AND CONDUIT INSTALLATION

=====

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on November 7, 2012 at 11:00 a.m., for directional boring and conduit installation, described in the specifications thereof, approved by the City Council on October 3, 2012; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as shown in Exhibit A; and

WHEREAS, staff recommends awarding the contract for directional boring and conduit installation to the low bidder and local vendor, Diede Construction, Inc., of Woodbridge, in the amount not to exceed \$300,000.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the award of the contract for Directional Boring and Conduit Installation to Diede Construction, Inc., of Woodbridge in the amount not to exceed \$300,000.

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to execute the contract on behalf of the City.

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2012-_____

Directional Boring and Conduit Installation
 Bid Tabulation
 Received 11/07/2012

EXHIBIT A

	Directional Boring and Conduit Installation						
	Bid Tab						
				Diedi	Deleo	Golden	Irish
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	One (1) each 5" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$43.00	\$68.60	\$52.65	\$94.36
	One (1) each 4" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$36.00	\$44.75	\$48.75	\$92.86
	One (1) each 3" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$30.00	\$44.65	\$45.00	\$92.36
	Two (2) 3" Schedule 40 PVC Bore Guard or Certacom	LF	\$0.00	\$37.00	\$52.45	\$50.75	\$95.36
	One (1) each 2" HDPE	LF	\$0.00	\$23.00	\$35.15	\$42.75	\$91.36
	Two (2) 2" HDPE	LF	\$0.00	\$25.00	\$36.00	\$46.00	\$93.36
	Three (3) 2" HDPE	LF	\$0.00	\$30.00	\$36.90	\$49.00	\$95.36
	One (1) ¾" HDPE	LF	\$0.00	\$22.00	\$35.00	\$42.00	\$89.36
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7	Construction notification for each project	EA	\$0.00	\$81.00	\$250.00	\$725.00	\$500.00
8	Excavation Safety for each project	EA	\$0.00	\$312.00	\$250.00	\$375.00	\$500.00



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Authorize City Manager to Enter Into Consent for Assignment Agreement with Co-Occupational Medical Partners for Annual Department of Transportation Physicals for the Fire Department

MEETING DATE: November 21, 2012

PREPARED BY: Fire Chief

RECOMMENDED ACTION: Authorize City Manager to enter into Consent for Assignment Agreement with Co-Occupational Medical Partners for annual Department Of Transportation Physicals for the Fire Department.

BACKGROUND INFORMATION: St. Joseph's Occupational Health notified the Fire Department that its business operation was acquired by Co-Occupational Medical Partners. The City currently has a contract for annual physicals with St. Joseph's Occupational Health that was awarded in 1996.

Staff recommends executing the attached Consent for Assignment agreement which will transfer the services to Co-Occupational Medical Partners for a three year period.

FISCAL IMPACT: Estimated costs for FY 2012-13 are \$22,400. The Department has budgeted \$21,000 for these services for FY 2012-13. Additional costs for the services will be absorbed within existing appropriations.

FUNDING AVAILABLE: \$21,000 budgeted in account 102012.7363; additional costs will be absorbed within existing appropriations.

Jordan Ayers, Deputy City Manager

Larry Rooney, Fire Chief

LR/lh

Attachments

APPROVED: _____
Konradt Bartlam, City Manager

Consent to Assignment

Saint Joseph's Regional Health System
Professional Services Agreement

THIS CONSENT TO ASSIGNMENT OF PROFESSIONAL SERVICES AGREEMENT, is made and entered this _____ day of November, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and Co-Occupational Medical Partners, Inc. (hereinafter "CONSULTANT").

WITNESSETH:

1. WHEREAS, Saint Joseph's Regional Health System and CITY entered into a Professional Services Agreement (Agreement) on May 27, 1996, as set forth in Exhibit 1 (attached).
2. WHEREAS, Saint Joseph's assigned the Agreement to Co Occupational Medical Partners, Inc.; and
3. WHEREAS, CITY consents to said assignment;

NOW, THEREFORE, the City agrees to and Co-Occupational Medical Partners accepts the assignment of the Agreement set forth in Exhibit 1. However, the parties agree that the Agreement shall expire within three years of the assignment and remain terminable by either party on thirty days written notice. All other terms remain as set forth in the Agreement as set forth in Exhibit 1.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Amendment No. 1 on _____, 2012.

CITY OF LODI, a municipal corporation
Hereinabove called "CITY"

Co-Occupational Medical Partners
Hereinabove called "CONSULTANT"

KONRADT BARTLAM
City Manager

Name:
Title:

Attest:

RANDI JOHL, City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney



☐ NEW
☐ SUPPLEMENTAL
☒ REVISED 6/1/96
☐ RENEWAL



St. Joseph's
Regional Health System

ST. JOSEPH'S EMPLOYER SERVICES PROGRAM AGREEMENT

This agreement is made between LODI FIRE DEPARTMENT and ST. JOSEPH'S REGIONAL HEALTH SYSTEM for the purpose of providing health services.

In return, CITY OF LODI agrees to pay for services rendered. Terms of payment shall be that all bills are due and payable thirty (30) days following receipt of billing.

Fee Schedule

I. Annual and Department of Transportation Physicals -

- | | |
|---|-----------|
| 1. Complete Physical Exam | \$ 40.00 |
| Height, weight, blood pressure and pulse,
medical questionnaire, hearing screening,
vision screening, urine dipstick, physician
review of body systems | |
| 2. TB Skin Test | No charge |
| 3. Resting EKG | \$ 29.00 |
| 4. CBC | \$ 9.00 |
| 5. HRA | \$ 35.00 |
| 6. Fitness Assessment | \$ 40.00 |
| 7. Pulmonary Function Test | \$ 30.00 |
| 8. Hepatitis B Vaccinations--series of 3 (if necessary) | \$ 150.00 |
| 9. Hepatitis Testing - Antibody to surface antigen (HBsAg) | \$. 18.00 |
| 10. Tetanus Shots (if needed) | \$ 12.00 |

II. Pre-placement Physicals -

- | | |
|---|-----------|
| 1. Complete Physical Exam | \$ 40.00 |
| Height, weight, blood pressure and pulse,
medical questionnaire, hearing screening,
vision screening, urine dipstick, physician
review of body systems | |
| 2. TB Skin Test | No Charge |
| 3. Stress EKG | \$ 190.00 |
| 4. Chest X-ray (Two views) | \$ 82.00 |
| 5. Lifting Capacity Test | \$ 65.00 |
| 6. Pulmonary Function Test | \$ 30.00 |
| 7. Audiogram | \$ 20.00 |
| 8. Tetanus Shot (if needed) | \$ 12.00 |
| 9. Lumbar Spine X-ray-3 view (if physician feels necessary) | \$ 105.00 |
| 10. Hepatitis B Vaccinations (series of three) | \$ 150.00 |
| 11. Hepatitis Testing - antibody to surface antigen (anti-HBsAg) | \$ 18.00 |

III. Hazardous Materials Specialist Baseline Physical Exam -

Note: This physical to be done every two years.

- | | |
|--|----------|
| 1. Complete Physical Exam | \$ 40.00 |
| Medical/Occupational history, height, weight,
blood pressure and pulse, hearing screening,
vision screening, urine dip stick, physician
review of body systems, <u>abdominal girth.</u> | |
| 2. Resting EKG | \$ 29.00 |
| 3. Complete Blood Count | \$ 9.00 |

4. Pulmonary Function Test	\$ 30.00
5. Tonometry	\$ 15.00
6. Chest X-ray (2 views)	\$ 82.00
7. Hemocult	\$ 10.50
8. Complete Urinalysis	\$ 7.00
9. Chem Panel 20	\$ 17.00
10. Stress EKG (over 40 or as indicated)	\$ 190.00
11. Cholinesterase (plasma) (pseudocholinesterase)	\$ 15.00
12. Blood Lead	\$ 20.00

This agreement shall be in effect May 27, 1996; agreement may be terminated by either party by giving written notice to the other party at least thirty (30) days in advance of termination.

ST. JOSEPH'S REGIONAL
HEALTH SYSTEM

CITY OF LODI/FIRE DEPT.
210 West Elm Street
Lodi, California 95240

By Marilyn L. Nord
Marilyn L. Nord
Employer Services Coordinator

Date June 1, 1996

By H. Dixon Flynn
H. Dixon Flynn
City Manager

Title _____

Date 7/5/96

Attest Jennifer M. Perrin
Jennifer M. Perrin
City Clerk

Approved Randall A. Hay
City Attorney

Billing & Results to: Chief Frank Ortiz
City of Lodi
Lodi Fire Department
217 W. Elm Street
Lodi, California 95240

Contact persons: 1) Frank Ortiz, Operations Division Chief
333-6866
2) Stan Mall, Division Chief of Training
333-6850
3) Joanne Narloch
333-6735

MT52



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the Chief of Police to enter into an Agreement with the City of Stockton to Participate in the Community Corrections Task Force, Accept AB 109 Funding for One Additional Police Officer Position, and Appropriate Funds (\$161,334)

MEETING DATE: November 21, 2012

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing the Chief of Police to enter into an agreement with the City of Stockton to participate in the Community Corrections Task Force, accept AB 109 funding for one additional police officer position and appropriate funds (\$161,334).

BACKGROUND INFORMATION: The purpose of California Assembly Bill 109 (Prison Realignment) is to reduce the state's prison population by shifting responsibility of certain felons to local government. Implementation of this bill began in October 2011, and has resulted in an increased number of offenders returning to local communities. Although new programming to help reduce recidivism is now being provided, Lodi and other cities in San Joaquin County have experienced an increase in crime. Reduced budgets, staffing shortages, and other challenges have impacted many local law enforcement agencies' ability to maintain public safety and cope with Realignment.

By law, Realignment is administered at the county level by a seven-member policy body known as the Community Corrections Partnership (CCP). San Joaquin County's CCP is chaired by the Chief Probation Officer and comprised of the Sheriff, District Attorney, Public Defender, Director of Behavioral Health, a representative of the Superior court, and a Police Chief. The CCP determines how Realignment money allocated from the State of California is utilized for local programs, with final approval by the Board of Supervisors. For FY 12-13, the CCP and the Board of Supervisors approved \$500,000 to fund a regional law enforcement task force that will focus on Realignment offenders in the communities of San Joaquin County.

Program Summary

Under the plan (Exhibit A), the Stockton Police Department will act as the host agency and be responsible for the day-to-day operation of the Task Force. Additional agency members are expected to include one Police Officer each from the Manteca, Tracy, and Lodi Police Departments, all of whom will be supported with Realignment funding. In addition but separate from Realignment funding, the San Joaquin County Probation Department will be providing one or more Probation Officers to the Task Force. The blend of Police Officers working in partnership with Probation Officers will significantly strengthen and enhance the effectiveness of the CCP Task Force.

APPROVED: _____
Konradt Bartlam, City Manager

Adopt Resolution Authorizing the City Manager to enter into an Agreement with the City of Stockton to Participate in the Community Corrections Task Force, Accept AB 109 Funding for One Additional Police Officer Position, and Appropriate Funds (\$161,334)

November 21, 2012

Page Two

The CCP Task Force will be flexible and able to respond to the needs of each community within the County. Its members will function both as a team that moves from one community to another, as well as individual officers who work within their home agencies. The CCP Task Force will work at the local level to reduce crime committed by AB 109 offenders, promote the work of Community Corrections Partnerships and support the premise of Realignment. It will be proactive and work to prevent crime before it occurs.

Although Realignment may eventually reduce recidivism, there is a profound and immediate need for additional law enforcement personnel who can help protect our communities as the implementation of AB 109 continues to unfold. The CCP Task Force will use Problem Oriented Policing (POP) strategies to address offenders who are wanted for new crimes, compliance violations, have a history of violence, are repeat offenders, or are at high risk of becoming repeat offenders.

To participate in the CCP Task Force, the City of Lodi will appoint one additional police officer after January 1, 2013, and enter a Memorandum of Understanding with the City of Stockton (Exhibit B).

Financial Summary

San Joaquin County will distribute the \$500,000 allocation to the City of Stockton. The Board of Supervisors and Stockton City Council have already approved action to establish the CCP Task Force and transfer Realignment funds (Exhibit C). The City of Stockton will subcontract with other participating cities to reimburse program expenses. Expected costs of salary benefits (\$128,334), purchase of a police vehicle (\$27,000), and safety equipment (\$6,000) will be invoiced to the City of Stockton for reimbursement.

The CCP expects little variance in next year's allocation and will use its FY 12-13 formula when determining its FY 13-14 operating budget next spring. While adequate funding for FY 13-14 and beyond is expected, it is not guaranteed. Therefore, the Police Department is seeking other funding opportunities to support and expand Task Force in coming years.

FISCAL IMPACT: Personnel and capital costs will be reimbursed with AB 109 funding.

FUNDING AVAILABLE: AB 109 funds allocated to the City of Stockton from San Joaquin County (101045)

Jordan Ayers
Deputy City Manager/Internal Services Director

Mark Helms
Chief of Police

MH/FM/pjt

Prepared by: Lt. Fernando Martinez

San Joaquin County Public Safety Realignment Year 2 Funding Requests

REQUEST FOR PROPOSALS PROCESS

All proposals must be received by Interim Chief Probation Officer Stephanie L. James no later than 5:00 p.m. on June 29, 2012. Proposals received after 5:00 p.m. on June 29, 2012 will not be considered by funding as part of the Year 2 Public Safety Realignment Plan.

Questions about this process should be directed to Interim Chief Stephanie L. James at (209) 468-4077 or sjames@sjgov.org.

Tentative Timeline for Year 2 Plan Development

June 13, 2012	Request for Proposals for Year 2 distributed at Full Partnership CCP Meeting
June 20, 2012	Executive Committee Meeting
June 29, 2012	Year 2 Funding Proposals due to Interim Chief James
July 6, 2012	Year 2 Funding Proposals submitted to Full Partnership CCP Members for review
July 11, 2012	Brief Presentations regarding Year 2 Funding Proposals at Full Partnership CCP Meeting
July 25, 2012	Executive Committee votes on funding proposals for Year 2 of Public Safety Realignment
August 8, 2012	Full Partnership CCP Meeting and Executive Committee votes on Public Safety Realignment Plan for Year 2
August 13, 2012	Board Letter Submitted
August 28, 2012	BOS meeting for approval of Public Safety Realignment Plan for Year 2

AGENCY INFORMATION

NAME OF AGENCY	
Police Departments of San Joaquin County	
NAME AND TITLE OF DAY-TO-DAY CONTACT	TELEPHONE NUMBER
Chief Mark Helms, Lodi Police Department	(209) 333-6725
E-MAIL ADDRESS	FAX NUMBER
mhelms@pd.lodi.gov	(209) 339-0422

SERVICE NEED AREA

Please describe the Service Need Areas this proposal covers: Public Safety

This proposal, submitted on behalf of the Police Chiefs of San Joaquin County, seeks an allocation of \$672,500 to establish a four-member law enforcement Task Force that will specifically address AB 109 offenders.

The mission of the Task Force is to protect the quality of life in our communities by:

- Reducing crimes committed by AB 109 offenders;
- Promoting the work of the Community Corrections Partnership; and
- Supporting the premise of prison Realignment.

Funding will support one (1) Police Sergeant, three (3) Police Officers, overtime, vehicles, computers, and safety equipment. The amount represents just 4.5 percent of the CCP's total allocation for FY 12-13.

PROJECT DESCRIPTION

Describe the project that will be implemented with the realignment funds. List the components of the project. Explain how this project and its components will serve to reduce recidivism by implementing evidence based practices through a systems change approach. Include in the project description, the project steps, procedures, resources, and services that will be used as well as how organizational development, collaboration and evidence based principles will be addressed. (Note: this section may be no longer than 5 pages)

BACKGROUND

Each city in San Joaquin County has experienced significant revenue declines in recent years. The shortages have resulted in staffing reductions of historic proportion among our municipal police departments, which are responsible for providing front line law enforcement services in the incorporated areas.

The reductions and their effects are astounding. Sworn police staffing in the communities of Stockton and Manteca have slipped more than 25% and 30%, respectively; while Lodi has experienced a decrease of more than 10%. Tracy, Ripon, and Escalon have also been affected. As staffing has plummeted, crime is on the rise and quality of life is declining.

A law enforcement agency's first priority is to provide public safety services to members of its community. This includes the agency's duty to protect its people and their property by responding to emergency calls for service, enforcing laws, and investigating serious crimes. These are known as reactive functions, because they dedicate resources to incidents that have already occurred.

Once basic service levels are met, police agencies commit additional resources to specialized, proactive units that strive to prevent and suppress crime and disorder before it occurs. Examples include gang and narcotics enforcement units, crime suppression teams, fugitive apprehension details, traffic enforcement, and the like.

Proactive enforcement is arguably a police department's most effective means of reducing crime and protecting the quality of life, yet special teams and enforcement details are almost always the first to go when budgets are slashed. Unfortunately, these very important policing tools must simply give way so departments can continue providing basic services.

As police resources were declining, prison Realignment was implemented. The result was an increase in the number of offenders who returned to our communities and averted incarceration. While Realignment programming is providing hope for offenders to successfully break the recidivism cycle, many have declined the opportunity and chosen to continue committing crimes. Unfortunately, AB 109 and the CCP have not yet been able to provide funding so local law enforcement can address the issues. Thus, police departments are struggling to cope with the challenges and remain in desperate need of relief.

Each Police Chief in San Joaquin County can attest to the dramatic effects of the new law. We can share many experiences of concerns brought forward by community members, business owners, local elected officials, and our own officers. Along with our colleagues throughout the state, we support the premise of Realignment and are optimistic that recidivism rates will decline as a result of the CCP's efforts. We also remain committed to work closely with our criminal justice partners to ensure the success of Realignment. Nevertheless, there is a profound and immediate need for additional law enforcement personnel who can help protect our communities as the implementation of AB 109 continues to unfold.

PROJECT DESCRIPTION

Staffing

The task force will be comprised of the following members:

- One (1) Police Sergeant
- Three (3) Police Officers
- One or more San Joaquin County Probation Officers (not funded by this proposal)

Structure

The Stockton Police Department will serve as the host agency and provide necessary office space. The Stockton Police Department will also employ the Police Sergeant responsible for day to day supervision of all Task Force members and their activities. Appropriate supervision is essential, especially for high-profile law enforcement operations such as this.

Three (3) Police Officers will be employed by individual Police Departments of San Joaquin County. The Police Chiefs of San Joaquin County will collectively determine which of their agencies will employ those personnel for full time assignment to the Task Force. Police Departments that do not participate with full time staff may contribute part time staff on a voluntary and/or ad hoc basis, if they choose. All police agencies have access to the Task Force's services and resources, regardless of their participation level.

The San Joaquin Probation Department has committed to providing one or more Probation Officers to the Task Force. These positions will not be funded with the Realignment allocation. The blend of Probation Officers working in collaboration with Police Officers will significantly enhance the effectiveness of the Task Force.

Command and Control

The host agency will be responsible for the day to day operation of the Task Force. The Task Force supervisor (Stockton PD Sergeant) will report to a Stockton Police Department manager, as designated by the Stockton Police Chief. For general oversight and administration purposes, the police manager will report to the Police Chief member of the CCP's Executive Board. The CCP's Police Chief representative will report to the CCP Executive Board on Task Force activities, as necessary.

Mission and Scope

The mission of the Task Force is to protect the quality of life in our communities by:

- Reducing crimes committed by AB 109 offenders;
- Promoting the work of the Community Corrections Partnership; and
- Supporting the premise of prison Realignment.

The Task Force will focus on problematic realignment offenders, including those who are:

- Wanted for a compliance violation and/or a new crime
- Have a history of violence
- Have been deemed a repeat offender
- Have been deemed at high risk of becoming a repeat offender.

The Task Force will use the well-known and effective Problem-Oriented Policing (POP) model. Activity and deployment strategies will include:

- Utilizing crime analysis data, offender data, and other information to prioritize work and ensure deployment practices and activities are conducted effectively and efficiently.
- Conducting frequent offender compliance checks, especially during weekends and evening hours.
- Initiate contact and become familiar with offenders recently released from custody.
- Actively searching for wanted persons, especially those identified as serious or habitual offenders or who are likely to commit new crimes.
- Working closely with patrol, investigations, and various special enforcement units in the area to gather, analyze, and exchange criminal intelligence information.
- Frequently deploy to community "hot spots" and other areas where offenders are likely to gather and crime often occurs.

- Working closely with the Probation Department and other agency partners to encourage offenders to comply with the terms of their release, participate in vast programming opportunities, and avoid committing new offenses.
- Serving as an individual and collective resource that can help educate members of each law enforcement agency on the purpose and intent of Realignment.
- Work a flexible schedule which may include various evenings, nights, weekends, and holidays. This is necessary to provide attention to offenders when Probation Officers and other personnel are not at work.

Deployment

Responsiveness and flexibility is essential. While the Stockton Police Department will serve as the host agency, the Task Force is a resource for the entire county and will be responsive to the needs of each community. Its members will function as both a structured team that moves from one community to another, as well as individual officers who work within their own home agencies, apart from the team.

The Task Force will balance its time between the host agency (Stockton PD) and the employer agencies. For example, the entire team may work together to conduct a variety of enforcement operations in Stockton, and then move to Tracy later the same day. In contrast, on another day its members may report to their home agencies and work alongside their fellow employees who are engaged in work of the same scope. This hybrid deployment model is a force multiplier because it will maximize effectiveness by periodically including additional police officers.

Interagency Agreements

Similar to other existing task forces, each participating agency may be asked to enter a written operational agreement.

Implementation Schedule

Following approvals by the CCP Executive Board and San Joaquin County Board of Supervisors, participating agencies intend to have the Task Force operational on or before October 1, 2012.

PROJECT EVALUATION

Describe the evaluation goals of your proposal and the approach you will use to evaluate the overall success of the project. List the outcomes that will be tracked to measure the effectiveness of the proposed project. Describe plans for any comparisons that will be made as part of the research. Describe the data that will be collected related to the proposal. Describe how the evaluation results will be documented.

The project should be evaluated on data and information that can be quantified and qualified. The Task Force will accept input from CCP members to help establish comprehensive evaluation criteria.

PROPOSED BUDGET

- A. BUDGET LINE ITEM TOTALS:** Complete the following table, **using whole numbers**, for the realignment funds. Please verify total funds requested as columns and rows do not auto-calculate.

Proposed Budget Line Items	Total
1. Salaries and Benefits	537,500
2. Services and Supplies	
3. Professional Services	
4. CBO Contracts	
5. Administrative Costs	
6. Fixed Assets/Equipment	135,000
7. Data Collection/Program Evaluation	
8. Other	
TOTAL	672,500

Note: All budget amounts are estimated. Actual personnel and equipment costs vary by agency and will be determined at a later date. While actual line item amounts may adjust due to increases or decreases, the Total Requested Allocation in FY 12/13 will not exceed \$672,500.

- B. BUDGET LINE ITEM DETAILS:** Provide narrative detail in each category below to sufficiently explain how the grant and local match funds will be used based on the requested funds in the above table. Match funds may be expended in any line item and are to be identified as to their respective dollar amounts, and source of the match. Cash Match includes cash spent for project related costs.

1. SALARIES AND BENEFITS (e.g., number of staff, classification/title, salary and benefits)

1 Police Sergeant (\$200,000 a year/9 months)	\$150,000
3 Police Officers (3 x \$150,000 a year/9 months)	337,500
Task Force Overtime (court appearances, emergencies, over normal shift)	<u>50,000</u>
<i>Salaries and Benefits Subtotal</i>	<i>\$537,500</i>

2. SERVICES AND SUPPLIES (e.g., office supplies and training costs)

Services and Supplies will be provided by the participating agencies as an in-kind match.

3. PROFESSIONAL SERVICES: (e.g., consultative services - include name of consultants or providers)

None

4. COMMUNITY-BASED ORGANIZATIONS (e.g., detail of services - provide name of CBO)

None

5. ADMINISTRATIVE OVERHEAD: Indicate percentage and methodology for calculation.

All administrative overhead, including office space, will be an in-kind responsibility of the participating agencies.

6. FIXED ASSETS (e.g., computers and other office equipment necessary to perform project activities)

Emergency vehicles (3 x \$30,000 each)	\$90,000
Computers (4 x \$2,500 each)	10,000
Cell Phone Service	3,000
Radio Equipment (mobile and portable)	20,000
Safety Equipment (weapons, ballistic vests, etc.)	<u>12,000</u>
<i>Fixed Assets/Equipment Subtotal</i>	<i>\$135,000</i>

7. DATA COLLECTION/PROGRAM EVALUATION (e.g., programming services, data analysis, evaluator, materials, subscription to web survey)

As an in-kind match, the host agency will collect and compile data which may include:

- Number of arrests, by various category
- Number of compliance searches, by category
- Number of contacts
- Part 1 crimes
- Other relevant information.

8. OTHER (e.g., travel expenses)

None

MEMORANDUM OF UNDERSTANDING

COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE

I. OVERVIEW

This Memorandum of Understanding (MOU) establishes the Community Corrections Partnership Task Force (Task Force) as a joint, cooperative, and equal effort between the Cities of Stockton, Lodi, Manteca and Tracy and San Joaquin County, through its Probation Department. Additionally, this MOU formalizes relations among participating agencies for policy, guidance, and planning, in order to maximize interagency cooperation and create a close-knit and cooperative unit, capable of addressing the local impact of Assembly Bill 109, referred to as Prison Realignment.

II. MISSION

The mission of the Task Force is to protect the quality of life in our communities by:

- Reducing crimes committed by AB 109 offenders;
- Promoting the work of the Community Corrections Partnership (CCP); and
- Supporting the concept of prison realignment.

III. GOALS

- A. To reduce crimes committed by repeat offenders who have been returned to the community as a result of the State's implementation of AB 109.
- B. To implement a specific Problem Oriented Policing model and focus on those repeat offenders who are wanted for new crimes or have a history of violence.
- C. To focus on problematic realignment offenders, including those who:
 - Are wanted for a compliance violation and/or a new crime
 - Have a history of violence
 - Have been deemed a repeat offender
 - Have been deemed at high risk of becoming a repeat offender.
- D. The Task Force will use the well-known and effective Problem-Oriented Policing (POP) model for activity and deployment strategies.

IV. TASK FORCE ORGANIZATION

A. Staffing

The task force will be comprised of the following members:

- One (1) Police Sergeant
- Two (2) or more Police Officers
- One or more San Joaquin County Probation Officers

B. Structure

The Stockton Police Department will serve as the host agency and provide necessary office space. The Stockton Police Department will also employ the Police Sergeant responsible for day to day supervision of all Task Force members and their activities.

Two (2) or more Police Officers employed by individual Police Departments within San Joaquin County. The Police Chiefs of San Joaquin County will collectively determine which of their agencies will provide personnel for full time assignment to the Task Force.

Police Departments that do not participate with full time staff may contribute part time staff on a voluntary and/or on an ad hoc basis, if they choose. All police agencies have access to the Task Force's services and resources, regardless of their participation level.

The San Joaquin Probation Department will provide one or more Probation Officers to the Task Force. These positions will not be funded with the Realignment allocation.

C. Command and Control

The Stockton Police Department will be responsible for the day to day operation of the Task Force. The Task Force Supervisor (Stockton PD Sergeant) will report to a Stockton Police Department manager, as designated by the Stockton Police Chief. For general oversight and administration purposes, the Police Department manager will report to the Police Chief's representative on the CCP's Executive Board. The CCP's Police Chief representative will report to the CCP Executive Board on Task Force activities, as necessary.

V. REIMBURSEMENT

The Stockton Police Department will be responsible for coordinating reimbursement between the Task Force and San Joaquin County. All participating agencies will be responsible for submitting an invoice to the City of Stockton on a not less than a quarterly basis requesting reimbursement for services rendered under this MOU. Invoices shall be on Agency letterhead and include a date, an itemized description of services provided and corresponding

dollar amounts. Invoices must be signed by an authorized agent and submitted to Stockton Police Department, Attn. Fiscal Affairs, 22 E. Market Street, Stockton, CA 95202.

Payment shall be made within 30 days of receipt and approval of each invoice.

VI. LIABILITY

Each agency participating in this Task Force shall be responsible for the acts of its respective participating agents, as well as for any losses, damages, claims, demands, or other liabilities arising out of that agent's services and activities while participating on the Task Force. Each participating agency shall also be liable for any and all worker's compensation benefits for personnel who are employed by it and injured in the course and scope of their duties while assigned to the Task Force.

Each participating agency, insofar as it may legally do so, shall hold harmless all other participating agencies, their officers, agents, and employees from and against any and all claims and demands whatsoever resulting from their negligence or omissions in connection with the acts related to this MOU.

VII. OPERATIONAL LOCATION

The Task Force will be located at the Stockton Police Department's Special Investigations Section.

Responsiveness and flexibility is essential. While the Stockton Police Department will serve as the host agency, the Task Force is a resource for the entire County and will be responsive to the needs of each community. Its members will function as both a structured team that moves from one community to another, as well as individual officers who work within their own home agencies, apart from the team.

The Task Force will balance its time between the host agency (Stockton PD) and the other agencies. For example, the entire team may work together to conduct a variety of enforcement operations in Stockton, and then move to Tracy later the same day. In contrast, on another day its members may report to their home agencies and work alongside their fellow employees who are engaged in work of the same scope. This hybrid deployment model is a force multiplier because it will maximize effectiveness by periodically including additional police officers.

VIII. EQUIPMENT

It is anticipated that participating agencies will provide vehicles, communication and personal safety equipment as well as miscellaneous surveillance items in support of their assigned personnel. Equipment may be purchased with Task Force funding subject to availability and agency need. The Task Force Supervisor will be accountable for equipment purchased and/or assigned to the Task Force and will provide for the accounting and safeguarding of fixed assets. The Stockton Police Department shall provide the Task Force with office space, office furniture and equipment, and an office telephone. The contributions of other participating agencies will be negotiated and based on what items and funding each agency has available. All equipment provided by an individual agency shall remain the property of that agency and shall be returned upon termination of that agency's participation in the Task Force.

IX. STANDARD OPERATING PROCEDURES

- A. In any case where the policies or procedures of the Task Force conflict with those of a member's parent agency, the member shall abide by the directives of his or her own agency.
- B. The investigation of officer-involved shootings and vehicle accidents with fatalities involving Task Force members will be handled in accordance with the current San Joaquin County Officer-Involved Critical Incident Protocol Manual. A parallel investigation may be conducted by any agency when the critical incident involves one of its employees.
- C. Task Force member evaluations and disciplinary actions shall be handled jointly between the Task Force Supervisor and the parent agency.
- D. The release of media information regarding Task Force operations will be coordinated through the Task Force Supervisor. All affected participating agencies will be notified, as practical, prior to the release of information to the media.
- E. Prior to any special operations (e.g., store front, large-scale sweeps, and long-term covert operations) the Task Force Supervisor or case agent will inform the head of each participating agency of the target and the strategies for the execution of the operation. An After Action Report will be prepared and distributed to each participating agency within 30 days of the completion of each special operation.

X. REPORTING

A. The Task Force Supervisor will be responsible for implementing a reporting system which tracks team activities, statistics, and accomplishments. This reporting system will serve as the basis for quarterly reports to the Community Corrections Partnership, and will ensure accountability for resources, personnel, and equipment.

B. In addition to the quarterly reports, the Task Force Supervisor will submit annually an Operational Report to the Community Corrections Partnership.

XI. AMENDMENTS TO THE MOU

The signators to this MOU may amend any portion of this MOU by a unanimous vote.

XII. TERM OF AGREEMENT

Any participating agency desiring to terminate its participation in this MOU shall indicate such intent, in writing, to the Stockton Police Department. The termination shall be deemed to take effect not less than 30 days after receipt of the written communication, or upon a date established by mutual agreement. Any participating Agency may also withdraw immediately upon written notice as a result of an amendment to the MOU by a majority of the members. Upon 30 days written notice to the other Police Departments, the Stockton Police Department may withdraw the permitted use of its facility(ies) by other participating members/agencies and require those participants to vacate and return any equipment belonging to the Stockton Police Department.

XIII. SIGNATURES

The undersigned represent that they have the authority to execute this MOU on behalf of their respective agencies; and, in signing this formal MOU, represent concurrence with and support of the Community Corrections Partnership Task Force as set forth in this MOU and for the period and purposes as stated herein.

ERIC JONES, Chief
Stockton Police Department

Date

MARK HELMS, Chief
Lodi Police Department

Date

**Memorandum of Understanding
Community Corrections Partnership Task Force
Page 6 of 6**

NICHOLAS OBLIGACION, Chief
Manteca Police Department

Date

GARY HAMPTON, Chief
Tracy Police Department

Date

STEPHANIE L. JAMES
Chief Probation Officer
S.J. County Probation Department

Date

NEW BUSINESS

AGENDA ITEM 15.04

October 23, 2012

TO: Mayor and City Council

FROM: Eric Jones, Chief of Police

SUBJECT: COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCERECOMMENDATION

It is recommended that the City Council adopt a resolution to:

- 1) Authorize the City Manager to execute a contract with San Joaquin County to accept AB 109 funding for the establishment of a Community Corrections Partnership Task Force;
- 2) Appropriate Fiscal Year 2012-13 budget in the amount of \$500,000;
- 3) Appropriate one Police Sergeant position within the Police Department for Fiscal Year 2012-13; and
- 4) Authorize the City Manager to execute a Memorandum of Understanding with other San Joaquin County cities to participate in the Task Force.

Summary

The purpose of California Assembly Bill 109 is to reduce the state's prison population by shifting responsibility of certain felons to local government. Implementation of this bill began in October 2011 and has resulted in an increased number of offenders returning to local communities. Although programming is provided to help reduce recidivism, Stockton and other cities within San Joaquin County have experienced an increase in crimes committed by previous offenders. Combined with reduced revenue, budgets, and staffing, local law enforcement is not able to adequately maintain public safety services to members of its community. To that end, it is recommended that a Community Corrections Partnership Task Force be established and funded through AB 109 to assist with local implementation efforts. The mission of this Task Force is to reduce crimes committed by AB 109 offenders, promote the work of the Community Corrections Partnership, and support the premise of prison realignment. To accomplish this mission, the Task Force will implement a specific Problem Oriented Policing (POP) model and focus on those reoffenders who are wanted for a new crime or compliance violation, have a history of violence, are a repeat offender or are at high risk of becoming a repeat offender. As was the case with the AB 109 funding awarded to the City for Project Ceasefire, the ability to apply for this funding was enhanced by the collaboration that has occurred as a result of the Marshall Plan Project. This community corrections partnership will be coordinated with other efforts resulting from the Marshall Plan and will be a valuable component in the overall efforts in addressing crime in the City and accomplishing your Council's goal of increasing public safety.

October 23, 2012

COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE

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DISCUSSION**Background**

Each city in San Joaquin County has experienced significant revenue declines in recent years, resulting in staffing reductions of historic proportion among front-line law enforcement. It is not altogether surprising that as staffing has declined, crime has increased throughout the County and the quality of life for our residents has been negatively affected. Traditionally, law enforcement is responsible for responding to calls for service, investigating crimes, and enforcing laws; however, history has demonstrated significant impacts can be made by supplementing traditional methods with a specialized and focused approach. This hybrid approach allows law enforcement to continue to respond and be reactive, but also allows for proactive suppression efforts to prevent crime before it occurs.

Although proactive enforcement is arguably a police department's most effective means of reducing crime and protecting quality of life, because it is above and beyond basic law enforcement, these special teams are almost always the first to go when budgets are cut. The implementation of AB 109 prison realignment has resulted in an increased number of offenders returning to local communities, and although programming is provided to help reduce recidivism, Stockton and other cities within San Joaquin County have experienced an increase in crimes committed by previous offenders. Combined with reduced revenue, budgets, and staffing, local law enforcement is not able to adequately maintain public safety services to members of its community.

Present Situation

The Police Chiefs in San Joaquin County can attest to the dramatic effects of the realignment implementation. Numerous concerns are brought forward by community members, business owners, local elected officials, and officers on a daily basis. Although the premise of realignment is supported and ultimately recidivism rates will decline, there is a profound and immediate need for additional law enforcement personnel who can help protect our communities as the implementation of AB 109 continues to unfold. It is therefore recommended that a countywide Community Corrections Partnership Task Force be created. The mission of this task force will be to reduce crimes committed by AB 109 offenders, to promote the work of the Community Corrections Partnership, and to support the premise of prison realignment. To accomplish this mission, the Task Force will implement a specific Problem Oriented Policing (POP) model and focus on those reoffenders who are wanted for a new crime or compliance violation, have a history of violence, are a repeat offender or are at high risk of becoming a repeat offender.

October 23, 2012

COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE

(Page 3)

The Stockton Police Department will act as the host agency, responsible for the day-to-day operation of the Task Force and its members. A new Police Sergeant position will be funded from these AB109 funds and the position will be filled as funding remains available. The Task Force must maintain flexibility and be able to respond to the needs of each community within the entire County. Its members will function both as a team that moves from one community to another as well as individual officers who work within their home agencies, apart from the team.

A proposal was submitted and included in the San Joaquin County Public Safety Realignment Year 2 Plan to provide \$500,000 to fund a Community Corrections Partnership Task Force for one year. Subsequent years of funding will be dependent on the State's budget as well as the priorities of San Joaquin County. The funding is intended to cover the salary, benefit, and equipment costs of the staff assigned to the Task Force.

The Board of Supervisors of San Joaquin County met and approved the San Joaquin County Public Safety Realignment Year 2 Budget on September 25, 2012 as well as a Contract with City of Stockton, attached to the resolution as Exhibit 1. The proposed Memorandum of Understanding between the City of Stockton and the other participating cities is also attached to the resolution as Exhibit 2.

As noted above, the ability to apply for this funding was enhanced by the collaboration that has occurred as a result of the Marshall Plan Project. The kind of collaboration that is being demonstrated by the Stockton Police Department and the Community Corrections Partnership is the exact kind of enhanced collaboration that has been identified as a need through the analysis phase of the Marshall Plan. The efforts of this partnership will be coordinated with other projects coming out of the Marshall Plan process and will be a valuable component in the overall efforts in addressing crime in the City and accomplishing your Council's goal of increasing public safety.

October 23, 2012


COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE

(Page 4)

FINANCIAL SUMMARY

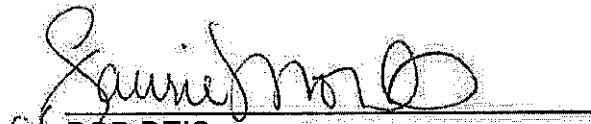
The San Joaquin County Public Safety Realignment Year 2 budget includes \$500,000 to be allocated for this task force. These funds will be monitored and maintained by the Stockton Police Department and actual costs of the participating agencies will be reimbursed. A new account number within the Police Department's Grants and Special Programs AB109 Comm Corr Realign Account No. 025-6478 will be set up to monitor and maintain record both the revenue and expenditures associated with the Task Force. All member agencies will bill the City of Stockton on a quarterly basis for actual costs incurred and the City will provide reimbursement.

Respectfully submitted,

ERIC JONES
CHIEF OF POLICE

APPROVED

EJ:EM:gr


BOB DEIS
CITY MANAGER

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Resolution No.

STOCKTON CITY COUNCIL

RESOLUTION APPROVING A CONTRACT WITH SAN JOAQUIN COUNTY TO ACCEPT AB 109 FUNDING TO ESTABLISH A COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE

Assembly Bill 109 reduces the state's prison population by shifting responsibility of certain felons to local government; and

The City of Stockton and other San Joaquin County cities have experienced an increase in crimes committed by previous offenders; and

The San Joaquin County AB 109 Executive Committee recommended a Year 2 Funding allocation for a Community Corrections Partnership Task Force; and

The Task Force will assist with local implementation efforts by creating and funding additional sworn officer positions dedicated to implementing a specific Problem Oriented Policing model, focusing on reoffenders; and

The San Joaquin County Board of Supervisors approved the Community Corrections Partnership Task Force budget on September 25, 2012; and

The Independent Contractor Agreement, attached and incorporated herein as Exhibit 1, outlines the purpose and intent of the Task Force; and

The Memorandum of Understanding, attached and incorporated herein as Exhibit 2, outlines the purpose and intent of the member cities' participation in the Task Force; now, therefore,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STOCKTON, AS FOLLOWS:

1. The City Manager is authorized to execute an Independent Contractor Agreement with San Joaquin County, a copy of which is attached as Exhibit 1, to accept AB 109 funding for the establishment of a Community Corrections Partnership Task Force.

2. An additional \$500,000 is appropriated to the Police Department's Fiscal Year 2012-13 Grants and Special Programs revenue and expenditure account no. 025-6478.

City Atty
Review GDP
Date October 16, 2012

3. One additional Police Sergeant position is appropriated to the Police Department for Fiscal Year 2012-13.

4. The City Manager is authorized to execute a Memorandum of Understanding with other San Joaquin County cities, in the form of Exhibit 2, regarding their participation in the Community Corrections Partnership Task Force.

5. The City Manager is authorized and directed to take whatever actions are necessary to carry out the purpose and intent of this resolution.

PASSED, APPROVED, and ADOPTED October 23, 2012.

ANN JOHNSTON, Mayor
of the City of Stockton

ATTEST:

BONNIE PAIGE
City Clerk of the City of Stockton

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Exhibit 1



INDEPENDENT CONTRACTOR AGREEMENT

SAN JOAQUIN COUNTY

CONTRACT ID#

Contract Amount \$ 500,000

PARTIES: COUNTY: County of San Joaquin
Purchasing & Support Services
44 N. San Joaquin Street
Suite 540
Stockton, CA 95202-2931

With copies to: County of San Joaquin

CONTRACTOR: City of Stockton
22 E. Market Street
Stockton, CA 95202
Eric Jones, Chief of Police
209-937-8217
eric.jones@stocktongov.com

With copies to: City of Stockton
City Manager's Office
425 N. El Dorado Street
Stockton, CA 95202

This Agreement is made and entered into this 25 day of September, 2012, by and between City of Stockton, an Independent CONTRACTOR (hereinafter "CONTRACTOR"), and San Joaquin County, a political subdivision of the State of California for (hereinafter "COUNTY").

ORDER OF PRECEDENCE

Each of the items listed below is hereby incorporated into this Agreement by this reference. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal and State of California statutes and regulations, this Agreement and its exhibits.
2. San Joaquin County Public Safety Realignment One-Time Request Form submitted by City of Lodi on behalf of the Police Departments of San Joaquin County to the Community Corrections Partnership (CCP).

CITY ATTY
REVIEW

OCT 17 2012

DATE

Agreement/Contract for: City of Stockton
Tracking #:

Page 1 of 10

1. Scope of Professional Services:

CONTRACTOR agrees to coordinate a Community Corrections Partnership (CCP) Task Force involving City Police Departments throughout San Joaquin. Contractor will serve as the host agency and provide necessary office space. Contractor will provide one Police Sergeant responsible for day to day supervision of all Task Force members and their activities. It is anticipated that three (3) Police Officers from other city jurisdictions within San Joaquin County will participate in this Task Force. The Police Chiefs of San Joaquin County will collectively determine which of their agencies will employ those personnel for full time assignment to the Task Force. Police Departments which do not participate with full time staff may contribute part time staff on a voluntary and/or ad hoc basis. All police agencies in San Joaquin County will have access to the Task Force's services and resources, regardless of their participation level.

Command and Control

The host agency will be responsible for the day to day operation of the Task Force. The Task Force supervisor (Stockton PD Sergeant) will report to a Stockton Police Department manager, as designated by the Stockton Police Chief. For general oversight and administration purposes, the police manager will report to the Police Chief member of the CCP's Executive Board. The CCP's Police Chief representative will report to the CCP Executive Board on Task Force activities, as necessary.

Mission and Scope

The mission of the Task Force is to protect the quality of life in our communities by:

- Reducing crimes committed by AB 109 offenders;
- Promoting the work of the Community Corrections Partnership; and
- Supporting the premise of prison Realignment.

The Task Force will focus on problematic realignment offenders, including those who are:

- Wanted for a compliance violation and/or a new crime
- Have a history of violence
- Have been deemed a repeat offender
- Have been deemed at high risk of becoming a repeat offender.

The Task Force will use the well-known and effective Problem-Oriented Policing (POP) model. Activity and deployment strategies will include:

- Utilizing crime analysis data, offender data, and other information to prioritize work and ensure deployment practices and activities are conducted effectively and efficiently.
- Conducting frequent offender compliance checks, especially during weekends and evening hours.
- Initiate contact and become familiar with offenders recently released from custody.
- Actively searching for wanted persons, especially those identified as serious or habitual offenders or who are likely to commit new crimes.

- Working closely with patrol, investigations, and various special enforcement units in the area to gather, analyze, and exchange criminal intelligence information.
- Frequently deploy to community "hot spots" and other areas where offenders are likely to gather and crime often occurs.
- Working closely with the Probation Department and other agency partners to encourage offenders to comply with the terms of their release, participate in vast programming opportunities, and avoid committing new offenses.
- Serving as an individual and collective resource that can help educate members of each law enforcement agency on the purpose and intent of Realignment.
- Work a flexible schedule which may include various evenings, nights, weekends, and holidays. This is necessary to provide attention to offenders when Probation Officers and other personnel are not at work.

CONTRACTOR shall perform the CONTRACTOR'S work in accordance with currently approved methods and standards of practice in the CONTRACTOR'S professional specialty.

2. Term of Agreement:

This Agreement shall commence when fully executed through 30 day of June, 2013, unless said work is completed on a date prior thereto or unless terminated earlier as provided herein or extended upon mutual agreement.

3. Interpretation

This Agreement shall not be interpreted in favor of any Party by virtue of said Party not having prepared this Agreement.

If any time period provided for in this Agreement ends on the day other than a Business Day, the time period shall be extended to the next Business Day.

4. Compensation:

COUNTY agrees to pay CONTRACTOR as identified in the attached documents, based on invoice from Contractor in an amount not to exceed \$500,000. The total payments made for services performed pursuant to this Agreement shall not exceed Five Hundred Thousand DOLLARS (\$500,000.00).

5. Invoicing:

CONTRACTOR shall submit one original and one copy of each invoice to County of San Joaquin, Probation Department, 575 W. Mathews Road, French Camp, CA 95231. All invoices must reference this Agreement Number/Contract ID # and the service performed. Payments shall be made within 30 days of receipt of invoice from CONTRACTOR. Contractor (City) shall maintain and monitor the Public Safety Realignment funds in a separate account within the City's Police Department, and will use those funds only for purposes related to carrying out the purposes of the Task Force as defined in this Contract. Contractor (City) will reimburse Task Force members on a

quarterly basis for the actual costs incurred by such members for their participation on the Task Force. Contractor shall return any unspent funds provided to the Contractor under this Contract to the County at the end of the Contract period.

6. CONTRACTOR'S Status:

In the performance of work, duties and obligations imposed by this Agreement, the CONTRACTOR is at all times acting as an Independent CONTRACTOR practicing his or her profession and not as an employee of the COUNTY. **A copy of CONTRACTOR'S current professional, local, state or other business licenses required to conduct the services stated herein, will be provided to COUNTY.** The CONTRACTOR shall not have any claim under this Agreement or otherwise against the COUNTY for vacation, sick leave, retirement benefits, social security or workers' compensation benefits. The CONTRACTOR shall be responsible for federal and state payroll taxes such as social security and unemployment. COUNTY will issue a Form 1099 at year-end for fees earned.

7. Assignments:

Inasmuch as this Agreement is intended to secure the specialized services of the CONTRACTOR, CONTRACTOR may not assign, transfer, delegate or subcontract their obligation herein to any entity, except a city jurisdiction within San Joaquin County for purposes of establishing the Scope of Services described in Section 1, without the prior written consent of San Joaquin County. Any such assignment, transfer, delegation or subcontract without the prior written consent shall be considered null and void.

8. Non Exclusive Rights:

This Agreement does not grant to CONTRACTOR any exclusive privileges or rights to provide services to COUNTY. CONTRACTOR may contract with other counties, private companies or individuals for similar services.

9. Indemnification:

CONTRACTOR shall, at its expense, defend, indemnify and hold harmless the County of San Joaquin and its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for bodily injury or death, to the extent caused by or arising from the active and/or passive negligence or willful misconduct of CONTRACTOR, its employees, officers, agents or Subcontractors.

CONTRACTOR shall hold the COUNTY, its officers and employees, harmless from liability, of any nature or kind on account of use of any copyrighted, or un-copyrighted composition, secret process, patented or un-patented invention articles or appliance furnished or used under this order.

10. Insurance

CONTRACTOR, shall submit proof of insurance or its equivalent, with liability limits as set forth below to the Purchasing Department showing COUNTY, its officers, employees, agents and volunteers named as Additional Insured to include ongoing operations and

products completed operations (On Additional Insured Endorsement CG 20 10 10 93), except for Workers' Compensation and professional Liabilities, and insurance policy shall contain provisions that such policy may not be canceled or reduced except after thirty (30) days written notice to the COUNTY. The COUNTY at its discretion, may waive in part or in full insurance requirements. CONTRACTOR is required to provide insurance unless notified by the COUNTY'S Purchasing Agent of any waivers.

CONTRACTOR agrees that CONTRACTOR is responsible to ensure that the requirements set forth in this article/paragraph are also to be met by CONTRACTOR'S subcontractors/CONTRACTOR'S who provide services pursuant to this Agreement. Copies of insurance certificates shall be filed with the COUNTY'S Purchasing Agent.

General Liability Limits

- | | | |
|----|---|-------------|
| 1. | BI & PD combined/per occurrence
/Aggregate | \$1,000,000 |
| 2. | Personal Injury/Aggregate | \$1,000,000 |
| 3. | Automobile Liability/per occurrence | \$1,000,000 |
- CONTRACTOR agrees to defend, hold harmless and indemnify the COUNTY for any and all liabilities associated with the use of any automobiles in relation to tasks associated with this Agreement.

Professional Liability

- | | | |
|----|---|-------------|
| 1. | Professional Liability/as appropriately relates to
services rendered. Coverage may include medical
malpractice and/or errors and omissions. | \$1,000,000 |
|----|---|-------------|

Workers' Compensation and Employer's Liability

Statutory requirement

11. Discrimination:

CONTRACTOR shall not discriminate because of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex (includes sexual harassment) and sexual orientation.

12. ADA Compliance:

CONTRACTOR shall comply with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Sections 12101 et seq.)

13. Notices:

Any notice required to be given pursuant to the terms and conditions hereof shall be in writing, and shall be effected by one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless otherwise designated in writing by either party, such notice shall be mailed to the addresses shown on page one (1) of this Agreement.

14. Termination:

If the CONTRACTOR breaches or habitually neglects the CONTRACTOR'S duties under this Agreement without curing such breach or neglect upon fifteen (15) working days written notice, the COUNTY may, by written notice, immediately terminate this Agreement without prejudice to any other remedy to which COUNTY may be entitled, either at law, in equity, or under this Agreement. In addition, either party may terminate this Agreement upon thirty (30) days written notice to other party.

If the County Board of Supervisors fails to appropriate funds to enable County Departments to continue to make purchases under this Agreement, this Agreement will be cancelled immediately and CONTRACTOR will be given written notice of such termination.

15. Conflict of Interest Statement:

CONTRACTOR covenants that CONTRACTOR, its officers, employees or their immediate family, presently has no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having any such interest shall be employed or retained by CONTRACTOR under this Agreement. CONTRACTOR shall not hire COUNTY'S employees to perform any portion of the work or services provided for herein including secretarial, clerical and similar incidental services except upon the written approval of COUNTY. Performance of services under this Agreement by associates or employees of CONTRACTOR shall not relieve CONTRACTOR from any responsibility under this Agreement.

16. Drug Free Workplace:

CONTRACTOR shall comply with the provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.

17. Force Majeure:

It is agreed that neither party shall be responsible for delays in delivery, acceptance of delivery, or failure to perform when such delay or failure is attributable to Acts of God, war, strikes, riots, lockouts, accidents, rules or regulations of any governmental agencies or other matters or conditions beyond the control of either the CONTRACTOR or the COUNTY.

18. Compliance:

CONTRACTOR shall comply with all federal, state and local laws, regulations and requirements necessary for the provision of contracted services. Furthermore, CONTRACTOR shall comply with all laws applicable to wages and hours of

employment, occupational safety, fire safety, health and sanitation. CONTRACTOR shall maintain current throughout the life of this Agreement, all permits, licenses, certificates and insurances that are necessary for the provision of contracted services.

19. Governing Law and Venue:

The Laws of the State of California shall govern this Agreement. Venue is San Joaquin County. The provision of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

20. Documents:

All drawings, specifications, documents and other memoranda or writings relating to the work and services hereunder, shall remain or become the property of the COUNTY whether executed by or for the CONTRACTOR for COUNTY, or otherwise by or for the CONTRACTOR, or by or for a subcontractor operating under the CONTRACTOR'S supervision, or direction, and all such documents and copies thereof shall be returned or transmitted to COUNTY forthwith upon COUNTY written demand, termination or completion of the work under this Agreement.

21. Work Product:

COUNTY and CONTRACTOR acknowledge and agree that "Work Product", and all components of it, provided or developed by CONTRACTOR hereunder or in connection herewith shall constitute "works made for hire" within the meaning of Title 17 United States Code Section 101 et seq. (the "Copyright Act"), and all right, title, and interest in and to the Custom Products shall vest in the COUNTY immediately upon development. To the extent any such Custom Products may not be the sole and exclusive property of the COUNTY and/or may not be a "work made for hire" as defined in the Copyright Act upon development, then CONTRACTOR agrees to and hereby does sell, transfer, grant and assign to the COUNTY all copyrights, patents, trade secrets, inventions, and other proprietary rights, title, and interest in and to such Custom Products upon development. On all written material, whether in print, electronic, or any media form, constituting "Work Product", CONTRACTOR shall place or cause to be placed the following legend preferably in the lower right corner:

© 201_ County of San Joaquin. All rights reserved.

22. Data Security – Confidentiality

a. Acknowledgment of access to information characterized as covered data

Contractor acknowledges that its contract/purchase order ("Agreement") with the County of San Joaquin, California ("County") may allow the Contractor access to confidential County information or County provided information including, but not limited to, personal information, records, data, or financial information notwithstanding the manner in which or from whom it is received by Contractor ("Covered Data") which is subject to state laws that restrict the use and disclosure of County information, including the California Information Practices Act (California Civil Code Section 1798 et seq.), California Constitution Article 1, Section 1, and other existing relative or future adopted State and/or Federal requirements. Contractor shall maintain the privacy of, and shall not release,

Covered Data without full compliance with all applicable state and federal laws, County policies, and the provisions of this Agreement. Contractor agrees that it will include all of the terms and conditions contained in this clause in all subcontractor or agency contracts providing services under this Agreement. Where a federal, state or local law, ordinance, rule or regulation is required to be made applicable to this Agreement, it shall be deemed to be incorporated herein without amendment to this Agreement.

b. Prohibition on unauthorized use or disclosure of covered data and information

Contractor agrees to hold Covered Data received from or created on behalf of County in strictest confidence. Contractor shall not use or disclose Covered Data except as permitted or required by the Agreement or as otherwise authorized in writing by County. If required by a court of competent jurisdiction or an administrative body to disclose Covered Data, Contractor will notify County in writing prior to any disclosure in order to give County an opportunity to oppose any such disclosure. Any work using, or transmission or storage of, Covered Data outside the United States is subject to prior written authorization by the County.

c. Safeguard standard

Contractor agrees that it will protect the Covered Data according to commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques, to preserve the confidentiality, integrity and availability of all such Covered Data.

d. Return or destruction of covered data and information

Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall return the Covered Data to County unless County requests that such data be destroyed. This provision shall also apply to all Covered Data that is in the possession of subcontractors or agents of Contractor. Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Agreement. Within this thirty (30) day period, Contractor shall certify in writing to County that the return or destruction has been completed.

e. Reporting of unauthorized disclosures or misuse of covered data and information

Contractor shall report, either orally or in writing, to County any use or disclosure of Covered Data not authorized by this Agreement or in writing by County, including any reasonable belief that an unauthorized individual has accessed Covered Data. Contractor shall make the report to County immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after Contractor reasonably believes there has been unauthorized use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the County Covered Data used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Contractor has done or shall do to mitigate any deleterious effect of the

unauthorized use or disclosure, and (v) what corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide County other information, including a written report, as reasonably requested by County.

f. Examination of records

County and, if the applicable contract or grant so provides, the other contracting party or grantor (and if that be the United States, or an agency or instrumentality thereof, then the Controller General of the United States) shall have access to and the right to examine any pertinent books, documents, papers, and records of Contractor involving transactions and work related to this Agreement until the expiration of five years after final payment hereunder. Contractor shall retain project records for a period of five years from the date of final payment.

g. Assistance in litigation or administrative proceedings

Contractor shall make itself and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations under the Agreement available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings against County, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy and arising out of this Agreement.

h. No third-party rights

Nothing in this Agreement is intended to make any person or entity who is not signatory to the Agreement a third-party beneficiary of any right created by this Agreement or by operation of law.

i. Attorney's fees

In any action brought by a party to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, including the reasonable value of any services provided by in-house counsel. The reasonable value of services provided by in-house counsel shall be calculated by applying an hourly rate commensurate with prevailing market rates charged by attorneys in private practice for such services.

j. Survival

The terms and conditions set forth shall survive termination of the Agreement between the parties.

23. Entire Agreement and Modification:

This Agreement and all documents incorporated by reference supersedes all previous Agreements either oral or in writing and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement on the day and year first written above.

CITY OF STOCKTON, a municipal
Corporation
425 N. El Dorado St, Stockton, CA 95202

COUNTY OF SAN JOAQUIN, a
political subdivision of
the State of California

By: _____
Bob Dels, City Manager

By: _____
David M. Louis,
C.P.M., CPPO, CPPB
Director
Purchasing & Support Services

APPROVED AS TO FORM

Date: _____

By: _____
Michael Roush, Assistant City Attorney

Date: _____

APPROVED AS TO FORM
Office of County Counsel

By: _____
Gilberto Gutierrez
Deputy County Counsel

Date: _____

Buyer of Record:

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Chief Mark Helms	5. DATE:	11/21/12
4. DEPARTMENT/DIVISION:			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

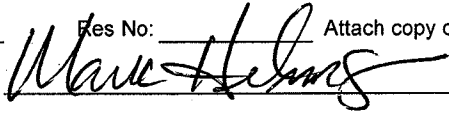
	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	100	1001	5604	State Special Grant	\$ 161,334.00
B. USE OF FINANCING	100	101045	7100	Personnel Services	\$ 128,334.00
	100	101045	7322	Rental of Equipment	\$ 27,000.00
	100	101045	7306	Safety Equipment	\$ 6,000.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

City of Stockton AB 109 funding for Community Corrections Partnership Task force. Funds are designated to cover salary and benefits, purchase or lease of a new vehicle and officer safety equipment

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.
Department Head Signature: 

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-_____

ADOPT RESOLUTION AUTHORIZING THE POLICE CHIEF TO ENTER INTO
AN AGREEMENT WITH THE CITY OF STOCKTON TO PARTICIPATE IN THE
COMMUNITY CORRECTIONS TASK FORCE, ACCEPT AB 109 FUNDING FOR
ONE ADDITIONAL POLICE OFFICER POSITION AND APPROPRIATE FUNDS

=====

WHEREAS, Assembly Bill 109 reduces the State's prison population by shifting responsibility of certain felons to local government; and

WHEREAS, the City of Lodi and other San Joaquin County cities have experienced an increase in crime; and

WHEREAS, the San Joaquin County AB 109 Executive committee recommended a Year 2 Funding allocation for a Community Corrections Partnership Task Force of \$500,000; and

WHEREAS, the Task Force will assist with local implementation efforts by creating and funding additional sworn officer positions, dedicated to implementing a specific Problem Oriented Policing model, focusing on re-offenders; and

WHEREAS, the San Joaquin Board of Supervisors approved the Community Corrections Partnership Task Force budget on September 25, 2012, designating the City of Stockton as the Independent Contractor to provide oversight of the Task Force; and

WHEREAS, the Memorandum of Understanding attached as Exhibit A and incorporated herein, outlines the purpose and intent of the member cities' participation in the Task Force.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize City of Lodi participation in the Community Corrections Partnership Task Force accepting AB 109 funding for one police officer, supplies and equipment, for a period of one year or until funding is no longer available; and

BE IT FURTHER RESOLVED, that the Police Chief is hereby authorized and directed to execute agreement on behalf of the City of Lodi; and

BE IT FURTHER RESOLVED that funds in the amount of \$161,334 be appropriated for this purpose.

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2012-_____

MEMORANDUM OF UNDERSTANDING

COMMUNITY CORRECTIONS PARTNERSHIP TASK FORCE

I. OVERVIEW

This Memorandum of Understanding (MOU) establishes the Community Corrections Partnership Task Force (Task Force) as a joint, cooperative, and equal effort between the Cities of Stockton, Lodi, Manteca and Tracy and San Joaquin County, through its Probation Department. Additionally, this MOU formalizes relations among participating agencies for policy, guidance, and planning, in order to maximize interagency cooperation and create a close-knit and cooperative unit, capable of addressing the local impact of Assembly Bill 109, referred to as Prison Realignment.

II. MISSION

The mission of the Task Force is to protect the quality of life in our communities by:

- Reducing crimes committed by AB 109 offenders;
- Promoting the work of the Community Corrections Partnership (CCP); and
- Supporting the concept of prison realignment.

III. GOALS

- A. To reduce crimes committed by repeat offenders who have been returned to the community as a result of the State's implementation of AB 109.
- B. To implement a specific Problem Oriented Policing model and focus on those repeat offenders who are wanted for new crimes or have a history of violence.
- C. To focus on problematic realignment offenders, including those who:
 - Are wanted for a compliance violation and/or a new crime
 - Have a history of violence
 - Have been deemed a repeat offender
 - Have been deemed at high risk of becoming a repeat offender.
- D. The Task Force will use the well-known and effective Problem-Oriented Policing (POP) model for activity and deployment strategies.

IV. TASK FORCE ORGANIZATION

A. Staffing

The task force will be comprised of the following members:

- One (1) Police Sergeant
- Two (2) or more Police Officers
- One or more San Joaquin County Probation Officers

B. Structure

The Stockton Police Department will serve as the host agency and provide necessary office space. The Stockton Police Department will also employ the Police Sergeant responsible for day to day supervision of all Task Force members and their activities.

Two (2) or more Police Officers employed by individual Police Departments within San Joaquin County. The Police Chiefs of San Joaquin County will collectively determine which of their agencies will provide personnel for full time assignment to the Task Force.

Police Departments that do not participate with full time staff may contribute part time staff on a voluntary and/or on an ad hoc basis, if they choose. All police agencies have access to the Task Force's services and resources, regardless of their participation level.

The San Joaquin Probation Department will provide one or more Probation Officers to the Task Force. These positions will not be funded with the Realignment allocation.

C. Command and Control

The Stockton Police Department will be responsible for the day to day operation of the Task Force. The Task Force Supervisor (Stockton PD Sergeant) will report to a Stockton Police Department manager, as designated by the Stockton Police Chief. For general oversight and administration purposes, the Police Department manager will report to the Police Chief's representative on the CCP's Executive Board. The CCP's Police Chief representative will report to the CCP Executive Board on Task Force activities, as necessary.

V. REIMBURSEMENT

The Stockton Police Department will be responsible for coordinating reimbursement between the Task Force and San Joaquin County. All participating agencies will be responsible for submitting an invoice to the City of Stockton on a not less than a quarterly basis requesting reimbursement for services rendered under this MOU. Invoices shall be on Agency letterhead and include a date, an itemized description of services provided and corresponding

dollar amounts. Invoices must be signed by an authorized agent and submitted to Stockton Police Department, Attn. Fiscal Affairs, 22 E. Market Street, Stockton, CA 95202.

Payment shall be made within 30 days of receipt and approval of each invoice.

VI. LIABILITY

Each agency participating in this Task Force shall be responsible for the acts of its respective participating agents, as well as for any losses, damages, claims, demands, or other liabilities arising out of that agent's services and activities while participating on the Task Force. Each participating agency shall also be liable for any and all worker's compensation benefits for personnel who are employed by it and injured in the course and scope of their duties while assigned to the Task Force.

Each participating agency, insofar as it may legally do so, shall hold harmless all other participating agencies, their officers, agents, and employees from and against any and all claims and demands whatsoever resulting from their negligence or omissions in connection with the acts related to this MOU.

VII. OPERATIONAL LOCATION

The Task Force will be located at the Stockton Police Department's Special Investigations Section.

Responsiveness and flexibility is essential. While the Stockton Police Department will serve as the host agency, the Task Force is a resource for the entire County and will be responsive to the needs of each community. Its members will function as both a structured team that moves from one community to another, as well as individual officers who work within their own home agencies, apart from the team.

The Task Force will balance its time between the host agency (Stockton PD) and the other agencies. For example, the entire team may work together to conduct a variety of enforcement operations in Stockton, and then move to Tracy later the same day. In contrast, on another day its members may report to their home agencies and work alongside their fellow employees who are engaged in work of the same scope. This hybrid deployment model is a force multiplier because it will maximize effectiveness by periodically including additional police officers.

VIII. EQUIPMENT

It is anticipated that participating agencies will provide vehicles, communication and personal safety equipment as well as miscellaneous surveillance items in support of their assigned personnel. Equipment may be purchased with Task Force funding subject to availability and agency need. The Task Force Supervisor will be accountable for equipment purchased and/or assigned to the Task Force and will provide for the accounting and safeguarding of fixed assets. The Stockton Police Department shall provide the Task Force with office space, office furniture and equipment, and an office telephone. The contributions of other participating agencies will be negotiated and based on what items and funding each agency has available. All equipment provided by an individual agency shall remain the property of that agency and shall be returned upon termination of that agency's participation in the Task Force.

IX. STANDARD OPERATING PROCEDURES

- A. In any case where the policies or procedures of the Task Force conflict with those of a member's parent agency, the member shall abide by the directives of his or her own agency.
- B. The investigation of officer-involved shootings and vehicle accidents with fatalities involving Task Force members will be handled in accordance with the current San Joaquin County Officer-Involved Critical Incident Protocol Manual. A parallel investigation may be conducted by any agency when the critical incident involves one of its employees.
- C. Task Force member evaluations and disciplinary actions shall be handled jointly between the Task Force Supervisor and the parent agency.
- D. The release of media information regarding Task Force operations will be coordinated through the Task Force Supervisor. All affected participating agencies will be notified, as practical, prior to the release of information to the media.
- E. Prior to any special operations (e.g., store front, large-scale sweeps, and long-term covert operations) the Task Force Supervisor or case agent will inform the head of each participating agency of the target and the strategies for the execution of the operation. An After Action Report will be prepared and distributed to each participating agency within 30 days of the completion of each special operation.

X. REPORTING

A. The Task Force Supervisor will be responsible for implementing a reporting system which tracks team activities, statistics, and accomplishments. This reporting system will serve as the basis for quarterly reports to the Community Corrections Partnership, and will ensure accountability for resources, personnel, and equipment.

B. In addition to the quarterly reports, the Task Force Supervisor will submit annually an Operational Report to the Community Corrections Partnership.

XI. AMENDMENTS TO THE MOU

The signators to this MOU may amend any portion of this MOU by a unanimous vote.

XII. TERM OF AGREEMENT

Any participating agency desiring to terminate its participation in this MOU shall indicate such intent, in writing, to the Stockton Police Department. The termination shall be deemed to take effect not less than 30 days after receipt of the written communication, or upon a date established by mutual agreement. Any participating Agency may also withdraw immediately upon written notice as a result of an amendment to the MOU by a majority of the members. Upon 30 days written notice to the other Police Departments, the Stockton Police Department may withdraw the permitted use of its facility(ies) by other participating members/agencies and require those participants to vacate and return any equipment belonging to the Stockton Police Department.

XIII. SIGNATURES

The undersigned represent that they have the authority to execute this MOU on behalf of their respective agencies; and, in signing this formal MOU, represent concurrence with and support of the Community Corrections Partnership Task Force as set forth in this MOU and for the period and purposes as stated herein.

ERIC JONES, Chief
Stockton Police Department

Date

MARK HELMS, Chief
Lodi Police Department

Date

**Memorandum of Understanding
Community Corrections Partnership Task Force
Page 6 of 6**

NICHOLAS OBLIGACION, Chief
Manteca Police Department

Date

GARY HAMPTON, Chief
Tracy Police Department

Date

STEPHANIE L. JAMES
Chief Probation Officer
S.J. County Probation Department

Date



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing the Lodi Police Department to Participate in a Selective Traffic Enforcement Program Grant Funded by the Office of Traffic Safety and Appropriating Funds (\$18,326)

MEETING DATE: November 21, 2012

PREPARED BY: Chief of Police

RECOMMENDED ACTION: Adopt resolution authorizing the Lodi Police Department to participate in a Selective Traffic Enforcement Program Grant funded by the Office of Traffic Safety and appropriating funds (\$18,326).

BACKGROUND INFORMATION: Lodi has been selected to participate in a Distracted Driving High-Visibility Enforcement Demonstration Program. In this program the Lodi Police Department will enforce distracted driving violations (primarily talking and texting while driving) during three two-week mobilization periods.

By adopting this resolution, the Police Department will be eligible to receive \$18,326 in grant funding from Office of Traffic Safety (OTS) to develop and implement a traffic safety enforcement program to educate drivers and reduce fatal and injury collisions where the primary collision factor is driving while distracted.

To address distracted driving, the Police Department will deploy existing officers on weekdays during high traffic volume times for enforcement during the grant period.

With Council approval, the City of Lodi and State of California OTS will enter into an agreement that provides \$18,326 to the City to fund enhanced enforcement.

FISCAL IMPACT: This grant will allow the City to conduct needed enforcement without using any General Fund dollars.

FUNDING AVAILABLE: 2012/2013 DUI Selective Traffic Enforcement Program Grant (236019)

Jordan Ayers
Deputy City Manager/Internal Services Director

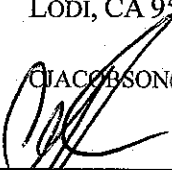
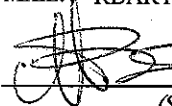
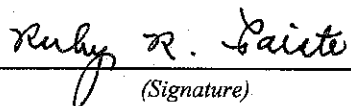
Mark Helms
Chief of Police

MH/CJ

Prepared by: Sergeant David Griffin

cc: City Attorney

APPROVED: _____
Konradt Bartlam, City Manager

1. GRANT TITLE Distracted Driving High Visibility Enforcement Demonstration Project	
2. NAME OF APPLICANT AGENCY City of Lodi	4. GRANT PERIOD From: 11/1/12 To: 9/30/13
3. AGENCY UNIT TO HANDLE GRANT Lodi Police Department	
5. GRANT DESCRIPTION California was selected by the National Highway Traffic Safety Administration (NHTSA) to participate in an expanded Distracted Driving High-Visibility Enforcement Demonstration program similar to the 2010 pilot including Syracuse, New York and Hartford, Connecticut. In this program, local law enforcement agencies and California Highway Patrol offices in nine counties of the Sacramento Valley Media Market Region will enforce distracted driving violations during three two-week mobilizations. NHTSA will compliment enforcement by providing a large media campaign using "Phone in One Hand, Ticket in the Other". As demonstrated in similar high-visibility campaigns, this countermeasure will prevent fatalities and injuries associated with distracted driving, more specifically caused by the use of hand-held cell phones and texting while driving.	
6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$18,326.00	
The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> Page 2 (OTS-38a) Schedule A (OTS-38b) – Problem Statement, Goals and Objectives and Method of Procedure Schedule B (OTS-38d) – Budget Estimate and Sub-Budget Estimate (if applicable) Schedule B-1 (OTS-38f) – Budget Narrative and Sub-Budget Narrative (if applicable) Schedule C (OTS-38g) – Quarterly Evaluation Data Form Exhibit A – Federal Certifications and Assurances Exhibit B* - OTS Grant Program Manual <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at: www.ots.ca.gov/Grants/Grant_Administration/Program_Manual.asp.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p>	
7. APPROVAL SIGNATURES	
A. GRANT DIRECTOR NAME: CHRIS JACOBSON PHONE: 209-333-5517 TITLE: POLICE LIEUTENANT FAX: 209-333-6795 ADDRESS: 215 WEST ELM STREET LODI, CA 95240 E-MAIL: CJACOBSON@PD.LODI.GOV <div style="text-align: center; margin-top: 20px;">  _____ (Signature) </div> <div style="text-align: center; margin-top: 10px;"> 11/06/12 _____ (Date) </div>	B. AUTHORIZING OFFICIAL OF APPLICANT AGENCY NAME: KONRADT BARTLAM PHONE: 209-333-6700 TITLE: CITY MANAGER FAX: 209-333-6807 ADDRESS: 221 WEST PINE STREET LODI, CA 95240 E-MAIL: RBARTLAM@LODI.GOV <div style="text-align: center; margin-top: 20px;">  _____ (Signature) </div> <div style="text-align: center; margin-top: 10px;"> 11/06/12 _____ (Date) </div>
C. FISCAL OR ACCOUNTING OFFICIAL NAME: RUBY PAISTE PHONE: 209-333-2591 TITLE: FINANCE MANAGER FAX: 209-333-6795 ADDRESS: 310 WEST ELM STREET LODI, CA 95240 E-MAIL: RPAISTE@LODI.GOV <div style="text-align: center; margin-top: 20px;">  _____ (Signature) </div> <div style="text-align: center; margin-top: 10px;"> 11/6/12 _____ (Date) </div>	D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS NAME: FINANCE DEPARTMENT ADDRESS: 310 WEST ELM STREET LODI, CA 95240

SCHEDULE A**GRANT No: DD1331****GRANT DESCRIPTION****PAGE 1****PROBLEM STATEMENT**

In 2010, the National Highway Traffic Safety Administration (NHTSA) reported that 3,092 people were killed in crashes involving a distracted driver and an estimated additional 416,000 were injured in motor vehicle crashes involving a distracted driver. Eleven percent of all drivers under the age of 20 involved in fatal crashes were reported as distracted at the time of the crash. This age group has the largest proportion of drivers who were distracted.

In California, deaths due to hand-held cell phone use by drivers have dropped since a ban was enacted in July 2008 on hand-held cell phone use while driving. The analysis, conducted by the Safe Transportation Research and Education Center (SafeTREC) at the University of California, Berkeley, showed that, when looking at state crash records two years before and two years after the hand-held ban went into effect, overall traffic deaths declined 22 percent while hand-held cell phone driver deaths went down 47 percent. Similar results were shown for hands-free cell phone use as well as injuries in both categories. These results suggest that the law banning hand-held cell phone use while driving had a positive impact on reducing traffic fatalities and injuries.

However, during the April 2012 Distracted Driving Awareness Campaign, law enforcement agencies wrote more than 57,000 citations, up from 52,000 written during the April 2011 campaign. Similarly, California's Statewide Observational Survey of Cell Phone and Texting Use among California Drivers, shows an increase of drivers talking and texting at a combined rate of 7.3 percent in 2010 to 10.8 percent. More alarming is the 50 percent increase in drivers aged 18 – 24 from nine percent to 18 percent.

California Distracted Driving Statistics	2010	2011
Statewide Observational Survey of Cell Phone and Texting Use Among California Drivers	7.3 percent	10.8 percent
Statewide Observational Survey of Cell Phone and Texting Use Among California Drivers – Age 18-24	9 percent	18 percent
Biggest Safety Problem on California Roadways – Talking on a Cell Phone (Annual Traffic Safety Survey)	15.9 percent	20.3 percent
Most Serious Distraction for Drivers – (Annual Traffic Safety Survey)	61.9 percent	56.0 percent
Drivers Reporting Talking on a Hand-Held Cell Phone While Driving in the Last 30 Days – (Annual Traffic Safety Survey)	27.6 percent	22.2 percent
Drivers Reporting Texting or Emailing While Driving in the Last 30 Days – (Annual Traffic Safety Survey)	19.8 percent	14.1 percent

SCHEDULE A

GRANT NO: DD1331

GRANT DESCRIPTION

PAGE 2

California Distracted Driving Statistics (continued)	2010	2011
Hand-held cell phone convictions	361,260	460,487
Texting convictions	7,924	14,886
Hand-held device by someone under age 18	904	732

PERFORMANCE MEASURES

GRANT GOALS

1. To reduce total traffic fatalities.
2. To reduce total traffic injuries.
3. To reduce fatal collisions involving drivers using hand-held cell phones.
4. To reduce injury collisions involving drivers using hand-held cell phones.
5. To decrease observed cell phone/texting use among Sacramento Valley Region drivers.

GRANT OBJECTIVES

1. To attend a Sacramento Valley Regional Distracted Driving Grants Training in November 2012.
2. To attend the kick-off media event on November 28, 2012.
3. To conduct roll call training prior to each enforcement wave.
4. To conduct high visibility enforcement targeting drivers who use a hand-held cell phone or text during the following mobilizations:
 - a. 4 during November 30 – December 9, 2012
 - b. 4 during February 25 – March 10, 2013
 - c. 4 during June 17 – June 30, 2013
5. To electronically submit requested data 14 days after each mobilization.
6. To submit overtime activity reports along with a quarterly claim invoice.

Media Objectives

- a) To issue template campaign press releases during each enforcement mobilization if requested by OTS.
- b) To use the following standard language in all press, media, and printed materials: “Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.”
- c) To use NHTSA’s funding tag line, “Phone in One Hand. Ticket in the Other” in all press releases and media contacts.

SCHEDULE A

GRANT No: DD1331

GRANT DESCRIPTION

PAGE 3

METHOD OF PROCEDURE

Phase 1 – Program Preparation (October 1, 2012 – November 30, 2012)

Attend a Sacramento Valley Regional Distracted Driving Forum in November. This meeting will include representatives from OTS, NHTSA, Preusser Research Group, participating law enforcement agencies, and other speakers. Grantees will be briefed on the details of the California Distracted Driving Demonstration program and receive earned media press release templates and data collection forms.

Develop operational plans to implement the enforcement mobilization operations.

Schedule roll call training for patrol and traffic units.

Send press release templates to the media announcing enforcement operations before each wave.

Attend the kick off media event on November 29, 2012.

Begin conducting first enforcement mobilization on November 30, 2012.

Phase 2 – Program Operations (December 1 – September 30, 2013)

Continue first mobilization enforcement through December 9, 2012.

Forward invoice claim to OTS for first mobilization by January 30, 2013.

Schedule roll call training, prepare press releases, schedule second and third mobilization enforcement operations, and forward invoice claims by April 30, 2013 and October 30, 2013.

Phase 3 – Data Gathering & Reporting – (Throughout Grant Period)

Collect data and submit electronically to OTS. A website will be set up to collect citation information, collisions associated with distracted driving, and the number of funded hours of operations.

METHOD OF EVALUATION

OTS and NHTSA will work closely with The Preusser Research Group (PRG) to assist in the evaluation efforts. PRG will collect, analyze, report and finalize the enforcement, public awareness, and survey data. The High Visibility Distracted Driving Enforcement Demonstration Study will be published by NHTSA in 2014.

SCHEDULE B
DETAILED BUDGET ESTIMATE
GRANT NO. DD1331

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION
402 DD	20.600	STATE AND COMMUNITY HIGHWAY SAFETY

COST CATEGORY	FISCAL YEAR ESTIMATES			TOTAL COST TO GRANT
	CFDA	10/1/12 thru		
A. PERSONNEL COSTS				
Positions and Salaries				
<u>Overtime</u>				
1st Mobilization	20.600	\$5,380.00		\$5,380.00
November 30 - December 9, 2012				
2nd Mobilization	20.600	\$5,380.00		\$5,380.00
February 25 - March 10, 2013				
3rd Mobilization	20.600	\$5,380.00		\$5,380.00
June 17 - 30, 2013				
Grant Management	20.600	\$601.00		\$601.00
Benefits @ __ 9.47%	20.600	\$1,585.00		\$1,585.00
Category Sub-Total		\$ 18,326.00	\$ -	\$ 18,326.00
B. TRAVEL EXPENSE				
None			\$ -	\$ -
Category Sub-Total		\$ -	\$ -	\$ -
C. CONTRACTUAL SERVICES				
None				
Category Sub-Total		\$ -	\$ -	\$ -
D. EQUIPMENT				
None				
Category Sub-Total		\$ -	\$ -	\$ -
E. OTHER DIRECT COSTS				
None			\$ -	\$ -
Category Sub-Total		\$ -	\$ -	\$ -
F. INDIRECT COSTS				
None			\$ -	\$ -
Category Sub-Total		\$ -	\$ -	\$ -
GRANT TOTAL		\$ 18,326.00	\$ -	\$ 18,326.00

SCHEDULE B-1

GRANT NO. DD1331

BUDGET NARRATIVE

Page 1

PERSONNEL COSTS:

Overtime

Budgeted enforcement and grant management activities will be conducted by agency personnel on an overtime basis. Grant funded operations may be conducted by personnel such as an Officer, Lieutenant, Sergeant, Corporal, Deputy, Community Services Officer, Dispatcher etc., depending on the titles used by the agency. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Grant management duties will include collection of statistical data for OTS reporting, assisting in claims preparation along with oversight of the grant activities.

Costs are estimated based on an overtime hourly rate range of \$30.70/hr to \$66.84/hr.

Overtime reimbursement (OT hourly rate and benefit) will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified.

Maximum Overtime Benefit Rate

Workers Compensation	7.27%
Medicare	1.45%
Unemployment Insurance	.75%
Total Benefit Rate	9.47%

TRAVEL EXPENSE:

None

CONTRACTUAL SERVICES:

None

EQUIPMENT:

None

OTHER DIRECT COSTS:

None

INDIRECT COSTS:

None

PROGRAM INCOME:

There will be no program income generated from this grant.

EXHIBIT A

CERTIFICATIONS AND ASSURANCES

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the Grant Agreement, certify by way of signature on the Grant Agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- 49 CFR Part 18 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Chapter II - (§§1200, 1205, 1206, 1250, 1251, & 1252) Regulations governing highway safety programs
- NHTSA Order 462-6C - Matching Rates for State and Community Highway Safety Programs
- Highway Safety Grant Funding Policy for Field-Administered Grants

Certifications and Assurances

The Grantee Agency will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State as identified by the State highway safety planning process, including:

- National law enforcement mobilizations,
- Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits,
- An annual statewide safety belt use survey in accordance with criteria established by the Secretary for the measurement of State safety belt use rates to ensure that the measurements are accurate and representative,
- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources.

The Grantee Agency shall actively encourage all relevant law enforcement personnel in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 USC 402 (b) (1) (E))

Other Federal Requirements

Cash disbursements and balances will be reported in a timely manner as required by NHTSA. (49 CFR 18.21)

The same standards of timing and amount, including the reporting of cash disbursement and balances, apply to grantees as they do the State. (49 CFR 18.41)

Failure to adhere to these provisions may result in the termination of State drawdown privileges.

Equipment acquired under this Grant Agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Grantee Agency; or the State, by formal agreement with appropriate

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes (23 CFR 1200.21);

The Grantee Agency will comply with all applicable State procurement procedures and will maintain a financial management system that complies with the minimum requirements of 49 CFR 18.20;

Federal Funding Accountability and Transparency Act

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010, (https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- Name of the entity receiving the award;
- Amount of the award;
- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; , and an award title descriptive of the purpose of each funding action;
- A unique identifier (DUNS);
- The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;
 - (i) the entity in the preceding fiscal year received—
 - (I) 80 percent or more of its annual gross revenues in Federal awards; and (II) \$25,000,000 or more in annual gross revenues from Federal awards; and (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- Other relevant information specified by OMB guidance.

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq. PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse and alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

The Drug-free Workplace Act of 1988 (41 U.S.C. 702;):

The Grantee Agency will provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace.
 2. The grantee's policy of maintaining a drug-free workplace.
 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
- c. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a).
- d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 1. Abide by the terms of the statement.
 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- e. Notifying the agency within ten days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
 1. Taking appropriate personnel action against such an employee, up to and including termination.
 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.
- g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f) above.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Buy America Act

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)) which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

Political Activity (Hatch Act)

The Grantee Agency will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The Grantee Agency official certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Grantee Agency official shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT A CERTIFICATIONS AND ASSURANCES

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment And Suspension

Instructions for Primary Certification

1. By signing and submitting this Grant Agreement, the Grantee Agency official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The Grantee Agency official shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grantee Agency official shall provide immediate written notice to the department or agency to which this Grant Agreement is submitted if at any time the Grantee Agency official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this Grant Agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency official agrees by submitting this Grant Agreement that, should the covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The Grantee Agency official further agrees by submitting this Grant Agreement that it will include the clause

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, and Other Responsibility Matters –
Primary Covered Transactions:**

1. The Grantee Agency official certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - b. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the Grantee Agency official is unable to certify to any of the Statements in this certification, such Grantee Agency official shall attach an explanation to this Grant Agreement.

Instructions for Lower Tier Certification

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

1. By signing and submitting this Grant Agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this Grant Agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this Grant Agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this Grant Agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions:**

1. The prospective lower tier participant certifies, by submission of this Grant Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Grant Agreement.

Policy to Ban Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, Grantee Agencies are encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving including policies to ban text messaging while driving-
 - a. Company-owned or –rented vehicles, or Government-owned, leased or rented vehicles; or
 - b. Privately-owned when on official Government business or when performing any work on or on behalf of the Government.
2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Environmental Impact

The Grantee Agency official has reviewed the Grant Agreement and hereby declares that no significant environmental impact will result from implementing this traffic safety program. If, under a future revision, this program will be modified in such a manner that a program would be instituted that could affect environmental quality to the extent that a review and statement would be necessary, this office is prepared to take the action necessary to comply with the National Environmental Policy Act of 1969 (42 USC 4321 et seq.) and the implementing regulations of the Council on Environmental Quality (40 CFR Parts 1500-1517).

1. AA# _____
2. JV# _____

CITY OF LODI
APPROPRIATION ADJUSTMENT REQUEST

TO:	Internal Services Dept. - Budget Division		
3. FROM:	Chief Mark Helms	5. DATE:	
4. DEPARTMENT/DIVISION: Police			

6. REQUEST ADJUSTMENT OF APPROPRIATION AS LISTED BELOW

	FUND #	BUS. UNIT #	ACCOUNT #	ACCOUNT TITLE	AMOUNT
A. SOURCE OF FINANCING	236	236019	5604	Office of Traffic Safety Special Enforcement Grant	\$ 18,326.00
B. USE OF FINANCING	236	236019	7102	Overtime and staff expenses	\$ 18,326.00

7. REQUEST IS MADE TO FUND THE FOLLOWING PROJECT NOT INCLUDED IN THE CURRENT BUDGET

Please provide a description of the project, the total cost of the project, as well as justification for the requested adjustment. If you need more space, use an additional sheet and attach to this form.

Designated funds will cover staff overtime to conduct three two-week mobilization periods for distracted driving traffic enforcement operations. Grant funds are also allocated to cover the cost of grant mandated training for staff and grant management.

If Council has authorized the appropriation adjustment, complete the following:

Meeting Date: _____ Res No: _____ Attach copy of resolution to this form.
Department Head Signature: Mark Helms

8. APPROVAL SIGNATURES

Deputy City Manager/Internal Services Manager _____ Date _____

Submit completed form to the Budget Division with any required documentation.
Final approval will be provided in electronic copy format.

RESOLUTION NO. 2012-_____

ADOPT RESOLUTION AUTHORIZING THE LODI POLICE
DEPARTMENT TO PARTICIPATE IN A SELECTIVE TRAFFIC
ENFORCEMENT PROGRAM GRANT FUNDED BY THE OFFICE
OF TRAFFIC SAFETY AND APPROPRIATING FUNDS

=====

WHEREAS, the State of California Office of Traffic Safety statistics show the State of California has a significant problem with distracted driving related fatal and injury collisions; and

WHEREAS, the Lodi Police Department is eligible to receive a \$18,326 grant from the Office of Traffic Safety to develop and implement a comprehensive traffic safety enforcement program to reduce fatal and injury collisions where the primary collision factors are talking and texting while driving violations; and

WHEREAS, this comprehensive traffic safety enforcement program will also work to develop and implement a comprehensive traffic safety enforcement program to reduce fatal and injury collisions where the primary collision factor is talking and texting while driving.

WHEREAS, the Lodi Police Department will deploy existing officers on three two-week mobilization periods conducting high visibility enforcement targeting drivers who use a hand-held cell phone or text while driving, as well as general traffic safety enforcement during the grant period.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize City of Lodi participation in a Traffic Initiative Grant Agreement between the State of California Office of Traffic Safety and the Lodi Police Department, thereby accepting and appropriating awarded funding in the amount of \$18,326 to the City to enhance traffic enforcement and education, and purchase related materials.

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012- _____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Ratifying Employment Agreement Entered into Between the City of Lodi and Jeffrey L. Hood

MEETING DATE: November 21, 2012

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt resolution ratifying the Terms of the Employment Agreement entered into between the City of Lodi and Jeffrey L. Hood.

BACKGROUND INFORMATION: Lodi Municipal Code Section 2.12.060 vests with the City Manager the power to select subordinate staff. In early 2012 the Director of Parks, Recreation and Cultural Services left for a position in another organization. Mr. Hood was appointed as the Interim Director on February 8, 2012. Since that time he has performed the duties of this position as well as the Management Analyst within the City Manager's office at a level exceeding expectations.

With the appointment of Mr. Hood to the Director position on a permanent basis, The City Manager wishes to provide certain terms and conditions related to employment that extend beyond the Manager's authority and therefore requires ratification by the City Council. The proposed agreement is an "at-will" agreement and contains a base salary of \$118,224 annually. This is the same amount provided to the previous incumbent. The agreement also provides for a six-month severance payment for termination other than cause, and benefits similar to what other executive management and regular City employees receive. A copy of the agreement is attached.

FISCAL IMPACT: The position is within budget.

Konradt Bartlam, City Manager

Attachment

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY
COUNCIL RATIFYING EMPLOYMENT
AGREEMENT FOR PARKS, RECREATION
AND CULTURAL SERVICES DIRECTOR

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby ratify the Employment Agreement entered into between City Manager Konradt Bartlam and Parks, Recreation and Cultural Services Director Jeffrey L. Hood as shown on Exhibit A attached hereto.

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

EMPLOYMENT AGREEMENT

Executive Management (Exempt Service)

Parks Recreation and Cultural Services Director

THIS AGREEMENT entered into on November 21, 2012, by and between the CITY OF LODI, a municipal corporation (hereinafter referred to as "City") and Jeffrey L. Hood, an individual (hereinafter referred to as "Employee").

WHEREAS, Employee desires to be employed as Parks, Recreation and Cultural Services Director ("PRCS Director") and City desires to employ the services of Employee as PRCS Director; and

WHEREAS, City and Employee agree in writing to the terms and conditions of employment as PRCS Director; and

WHEREAS, Employee and City agree and acknowledge that Employee's employment as PRCS Director is his sole and exclusive employment with City, and that their employment relationship is governed solely and exclusively by this Agreement.

NOW, THEREFORE, in consideration of the promises and conditions set forth herein, the parties mutually agree as follows:

1. Employment: City agrees to employ Employee as PRCS Director, in accordance with the following provisions:

(a) Employee shall serve as PRCS Director, and shall be responsible for managing and directing the operations of the Parks, Recreation and Cultural Services Department in accordance with an agreed upon performance plan.

(b) Employee shall perform his duties to the best of his ability in accordance with the highest professional and ethical standards of the profession and shall comply with all general rules and regulations established by the City.

(c) Employee shall not engage in any activity which is or may become a conflict of interest, prohibited contract, or which may create an incompatibility of office as defined under California law. Employee shall comply fully with his reporting and disclosure obligations under regulations promulgated by the Fair Political Practices Commission (FPPC).

(d) Employee agrees to remain in the exclusive employ of the City during the term of this Agreement. Employee shall dedicate his full energies and qualifications to his employment as PRCS Director, and shall not engage in any other employment except as may be specifically approved in writing in advance by the City Manager.

2. Start Date: Employee shall begin work as PRCS Director on November 26, 2012.

3. Maintenance of Professional Expertise: To promote continued professional growth and benefit to the City, Employee shall, at City expense and consistent with budgetary constraints: maintain membership in professional organizations related to Parks, Recreation and Cultural Services administration and related professional disciplines; attend workshops,

seminars and other similar activities designed to advance Employee's professional development; and, represent the City in professional associations and other organizations.

4. Resignation or Termination:

(a) Employee may resign at any time and agrees to give City at least 30 days advance written notice of the effective date of his resignation. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(b) The parties recognize and affirm that Employee may be terminated by the City Manager with cause, which shall mean gross insubordination, incapacity, dereliction of duty, conviction of a crime involving acts of moral turpitude or involving personal gain to him, or material breach of this Agreement. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

(c) The parties recognize and affirm that Employee may be terminated by the City Manager without cause. In such event, Employee shall be entitled to severance pay as provided in Paragraph 5 herein.

(d) In the event of termination and in recognition of Employee's professional status and integrity, Employee and the City Manager shall prepare a joint public statement to be made by the City Manager. This employment relationship is based on the mutual respect between the parties and a desire to maintain the highest degree of professionalism. In communicating with third parties about the parties' employment relationship and the circumstances under which it may have been severed, the parties shall (a) protect and advance their mutual respect and professionalism, and (b) refrain from making statements that would negatively impact either party.

(e) Employee may choose to resign or retire his office instead of being terminated if agreed to by the City Manager. In such an event the public announcement, as provided for in Paragraph 4 (d) above, will note Employee has resigned or retired. The provisions of Paragraph 4 (d) shall remain applicable. In such event, Employee shall not be entitled to severance pay as provided in Paragraph 5 herein.

5. Severance Pay: If Employee is terminated by the City Manager without cause while still willing and able to perform the duties of PRCS Director, City agrees to pay Employee a cash payment equal to six (6) months' aggregate salary and the City's cost of six (6) months' health insurance benefits subject to reduction as set forth in this Paragraph 5. The severance payment will be paid over time at the same time as other employees of the City are paid and subject to customary withholdings. In the event Employee retains new employment during the six month severance period, any remaining severance payment will be forfeited as of the date Employee begins his new Employment. To be eligible for such severance pay, Employee shall fulfill all of his obligations under this Agreement, and shall sign an Acknowledgment and Release of Claims against the City. Payment under this paragraph will release City from any further obligations under this Agreement, or any other transaction between the parties.

6. Employment as Department Head is Sole Employment with City: Employee further represents and acknowledges that his employment as PRCS Director is his sole and exclusive employment with the City. Employee has no right to any other exempt position with the City, or to any employment in the classified service.

7. Salary:

- (a) City agrees to pay Employee \$118,224.00 in salary per annum for his services, payable in installments at the same time as other employees of the City are paid and subject to customary withholding. The City may reduce base salary compensation or other financial benefits of Employee as part of general salary reduction in pay among and common to all City employees.
- (b) City agrees to maintain a minimum ten percent (10%) salary differential between Employee and the PRCS Department's next highest paid executive or mid manager, including incentive pay. In addition, the City Manager will have discretion to grant up to a five percent (5%) salary increase twelve months after the execution of this Agreement, subject to a satisfactory evaluation.

8. Benefits: The City shall provide Employee the same benefits as provided to management employees in accordance with the terms of the Executive Management Statement of Benefits dated 2012, and as may from time to time be amended, increased or decreased, except as modified herein. These are the sole and exclusive benefits to be provided to Employee. Any improvement or modification of such benefits may only be made by written instrument signed by the City Manager. As used herein, benefits include, but are not limited to: vacation, sick leave, holidays, administrative leave, retirement, vision insurance, health insurance, dental insurance, and life insurance. Employee's vacation leave shall be calculated from Employee's initial hire date in his prior position as Management Analyst.

9. Performance Evaluation: The City Manager shall review and evaluate the performance of Employee each year and set goals and objectives for the ensuing year. Such review and evaluation shall be in accordance with specific criteria developed in the performance plan in consultation with Employee and the City Manager.

10. Assignment: Employee shall not assign any of the duties and responsibilities, or obligations of this Agreement except with the express written consent of the City Manager.

11. Authority to Work in the United States: Employee represents, under penalty of perjury, that she is authorized to work in the United States. In accordance with §274A (8 USC 1324) of the Immigration Reform and Control Act of 1986 before this Agreement can become effective, Employee must provide documentary evidence to City consistent with the Act, that she is legally entitled to work in the United States, and must execute the verification required by that Act.

12. Cell Phone: Employee will be provided with a Cell Phone for employment related use at the City's expense on terms consistent with other Executive Managers.

13. Notice: All notices required herein shall be sent first class mail to the parties as follows:

To **CITY:** City of Lodi
Attn: City Manager's Office
P. O. Box 3006
Lodi, CA 95241-1910

To **EMPLOYEE:** Jeffrey L. Hood
868 Bernal Rd
Galt, CA 95623

Notice shall be deemed effectively served upon deposit in the United States mail. Either party may change the "Notice" address by notifying the other party in writing of such change.

14. Entire Agreement: This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty, or covenant not included in this Agreement has been or is relied on by any party hereto. This Agreement may only be amended by written instrument signed by Employee and the City Manager and specifically approved by the City Council in open session.

15. Severability: If any provision of this Agreement is invalid or unenforceable, it shall be considered deleted herefrom and the remainder of this Agreement shall be unaffected and shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year written above.

EMPLOYEE

By: _____
JEFFREY L. HOOD

CITY OF LODI, a municipal corporation

By: _____
KONRADT BARTLAM
City Manager

ATTEST:

By: _____
RANDI JOHL
City Clerk

APPROVED AS TO FORM:

D. STEPHEN SCHWABAUER
City Attorney
JANICE D. MAGDICH
Deputy City Attorney

By _____



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Adopt Resolution Approving CalPERS Employer Paid Member Contributions

MEETING DATE: November 21, 2012

PREPARED BY: Human Resources Manager

RECOMMENDED ACTION: Adopt resolution approving CalPERS employer paid member contributions.

BACKGROUND INFORMATION: The City of Lodi is a member of the California Public Employees' Retirement System (CalPERS). Retirement contributions are segmented into employer-paid contributions and employee-paid contributions.

CalPERS requires the City adopt the attached resolution stating the specific percentage the City will contribute towards each employee's employee-paid contribution amount. Since CalPERS recognizes employees through their employee category/bargaining group, the table below indicates the specific percentage the City will contribute towards employee-paid retirement by specific category/bargaining group.

The Employee Share currently paid by the City as called for in this resolution shall become fully paid for by the council members on the date upon which one or more of the council member positions becomes eligible for a salary/benefit adjustment by virtue of a current or future member beginning a new term of office following the next general municipal election (Government Code 36516.5).

Effective January 7, 2013 the new amounts are as follows:

<u>Employee Category/Bargaining Group</u>	<u>Percentage Employer Contributes to Employee-Paid Retirement</u>
Confidential – Non-exempt	3.7%
Confidential – Exempt	3.7%
Council Appointee	0%
Council Members	0%
Executive Management	0%
General Services	3.7%
Maintenance & Operators	3.7%
Mid-Management	3.7%
Fire	3.7%
Fire Mid-Management	6%
Police Mid-Management	0%
Police	3%
Dispatch	4%
IBEW	7%

Bolded amounts represent changed amounts.

APPROVED: _____
Konradt Bartlam, City Manager

FISCAL IMPACT: Based on this action, Fiscal Year 12/13 CalPERS City-paid retirement costs for the last six months of the fiscal year will decrease by \$262,000. This cost savings has been factored into the Fiscal Year 12/13 budget.

FUNDING AVAILABLE: Not applicable.

Jordan Ayers, Deputy City Manager/Internal Services Director

Dean Gualco, Human Resources Manager

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
CALPERS EMPLOYER PAID MEMBER CONTRIBUTIONS

=====

WHEREAS, the governing body of the City of Lodi has the authority to implement Government Code Section 20691; and

WHEREAS, the governing body of the City of Lodi has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer; and

WHEREAS, one of the steps in the procedures to implement Government Code Section 20691 is the adoption by the governing body of the City of Lodi of a resolution to commence said Employer Paid Member Contributions (EPMC); and

WHEREAS, the governing body of the City of Lodi has identified the following conditions for the purpose of its election to pay EPMC, and this benefit shall apply to all employees as distinguished below:

Safety Members		
Police Officer Association of Lodi	Pay 3% of the normal member contributions as EPMC	Effective January 7, 2013
Miscellaneous Members		
Confidential Non-Exempt	Pay 3.7% of the normal member contributions as EPMC	Effective January 7, 2013
Council Members	Pay 7% of the normal member contributions as EPMC	Effective January 7, 2013
General Services	Pay 3.7% of the normal member contributions as EPMC	Effective January 7, 2013
Maintenance and Operators	Pay 3.7% of the normal member contributions as EPMC	Effective January 7, 2013

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lodi elects to pay EPMC, as set forth above.

JOANNE MOUNCE
Mayor

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012- was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2012-_____



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for December 19, 2012, to Consider Adopting Resolution Setting Pre-Approved Engineering News Record Adjustment Index for Usage-Based and Flat Water Rates

MEETING DATE: November 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Set public hearing for December 19, 2012, to consider adopting resolution setting pre-approved Engineering News Record adjustment index for usage-based and flat water rates.

BACKGROUND INFORMATION: The City Council has made numerous water rate decisions over the past few years, as summarized below. The recommended action at the December 19, 2012, City Council meeting will be to implement a rate increase of 2.5 percent effective January 1, 2013, as presented in Exhibit A.

On May 20, 2009, Council waived the Consumer Price Index (CPI) adjustment of water rates based upon a lack of new information supporting neither an increase nor a decrease. On January 6, 2010, Council received advisory usage-based water rates for the purpose of research and customer billing comparisons. On July 21, 2010, Council approved a change to the date for implementing the annual rate adjustment to January 1 for each of the five years (maximum timeframe allowed by Proposition 218) following January 1, 2011. This change was recommended so that rate changes occur at the lowest usage time of the year. Council also changed the water rate adjustment index from the CPI to the Engineering News Record (ENR), effective January 1, 2012, because this index better reflects the combined inflationary effects of personnel, materials and energy costs on the total operations of the utility, as was done for the Wastewater Rates on July 15, 2010.

Council approved a professional services agreement with The Reed Group on August 6, 2008, for the preparation of a water utility financial model. Staff continues to update and use this model to forecast the performance of the utility through FY 2019/20 while incorporating substantial capital investments, including the surface water treatment facilities, water meter program, infrastructure replacement program, property owner meter payments and PCE/TCE remediation costs. The recommended rates presented in Exhibit A were developed using this tool.

The ENR-based adjustment for the period October 2011 through October 2012 is 2.5 percent. It is staff's recommendation that the water rate increase be 2.5 percent. For a resident still on the flat rate, the monthly charge for a three-bedroom home will increase from \$41.99 to \$43.04. A metered resident using 1,500 cubic feet of water per month will see an increase from \$38.95 to \$39.88.

FISCAL IMPACT: Increased revenues to the water utility are required to keep up with cost of service increases and new mandated costs.

FUNDING AVAILABLE: Not applicable.

F. Wally Sandelin
Public Works Director

Prepared by Rebecca Areida-Yadav, Management Analyst
Attachment

cc: Steve Mann, Information Systems Manager
Larry Parlin, Deputy Public Works Director – Utilities

APPROVED: _____
Konradt Bartlam, City Manager

Exhibit A**City of Lodi -- Water Utility****Current and Proposed Water Rates**

		Current	Jan. 2013
<i>Flat Rates (\$/month)</i>			
<i>Percent Increase</i>			2.5%
Single Family Residential Unit (\$/month)			
1 Bedroom	\$	29.17	\$ 29.90
2 Bedroom	\$	35.03	\$ 35.91
3 Bedroom	\$	41.99	\$ 43.04
4 Bedroom	\$	50.46	\$ 51.72
5 Bedroom	\$	60.52	\$ 62.03
6 Bedroom	\$	72.62	\$ 74.44
7 Bedroom	\$	87.13	\$ 89.31
Multi-Family Residential Unit (\$/month)			
1 Bedroom	\$	25.04	\$ 25.67
2 Bedroom	\$	30.04	\$ 30.79
3 Bedroom	\$	36.04	\$ 36.94
<i>Metered Water Rates</i>			
Service Charge (\$/month)			
<i>Single Family Residential</i>			
Up to 3/4" Meter	\$	23.20	\$ 23.78
1" Meter	\$	37.66	\$ 38.60
1 1/2" Meter	\$	73.58	\$ 75.42
2" Meter	\$	116.87	\$ 119.79
<i>Multi-Family and Non-Residential</i>			
5/8" Meter	\$	23.20	\$ 23.78
3/4" Meter	\$	23.20	\$ 23.78
1" Meter	\$	37.66	\$ 38.60
1 1/2" Meter	\$	58.77	\$ 60.24
2" Meter	\$	73.43	\$ 75.27
3" Meter	\$	102.81	\$ 105.38
4" Meter	\$	132.20	\$ 135.51
6" Meter	\$	190.91	\$ 195.68
8" Meter	\$	249.67	\$ 255.91
10" Meter	\$	308.39	\$ 316.10
Water Usage Rates (\$/CCF)			
<i>Single Family Residential</i>			
Tier 1 - 0 to 10 CCF/month	\$	0.90	\$ 0.92
Tier 2 - 11 to 50 CCF/month	\$	1.35	\$ 1.38
Tier 3 - Over 50 CCF/month	\$	1.78	\$ 1.82
<i>Multi-Family and Non-Residential</i>			
All Water Usage	\$	0.90	\$ 0.92

Comments by the public on non-agenda items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Unmet Transit Needs in Lodi

MEETING DATE: November 21, 2012

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Public hearing to consider unmet transit needs in Lodi.

BACKGROUND INFORMATION: The San Joaquin Council of Governments (SJCOG) is required to conduct an annual assessment of the existing transit system prior to the allocation of Local Transportation Funds for non-transit purposes (TDA Section 99401.5). SJCOG, the San Joaquin Regional Transit District, and local jurisdictions are sponsoring several upcoming Unmet Transit Needs hearings in San Joaquin County, including Lodi. Any comments received from those meetings will be communicated to City staff. It should be noted that many of the comments are given directly via email to SJCOG staff throughout the year.

Unmet Transit Needs are defined as transportation services not currently provided to those residents who use or would use public transportation regularly, if available, to meet their life expectations. SJCOG's Social Services Transportation Committee (SSTAC) will evaluate the comments received based on a reasonableness test of six criteria. The criteria include community acceptance, equity, potential ridership, cost effectiveness, operational feasibility, and funding. The funding criterion requires the imposed service does not cause the public agency to incur expenses in excess of the maximum allocation of TDA funds. Completion of the Draft Unmet Transit Needs study is tentatively scheduled for February 2013 with adoption of the Final Unmet Transit Needs study in April 2013. Dial-A-Ride transit services were advertised in the local newspaper and available for passengers attending the public hearing.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: None required.

F. Wally Sandelin
Public Works Director

Prepared by Paula J. Fernandez, Transportation Manager/Senior Traffic Engineer

FWS/PJF/pmf

cc: Anthony Zepeda, San Joaquin Council of Governments

APPROVED: _____
Konradt Bartlam, City Manager



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER UNMET TRANSIT NEEDS IN
LODI**

PUBLISH DATE: SATURDAY, OCTOBER 20, 2012

LEGAL AD

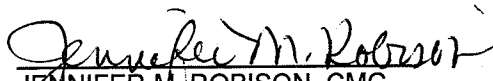
TEAR SHEETS WANTED: One (1) please

**SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052**

RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, OCTOBER 18, 2012

**ORDERED BY: RANDI JOHL
CITY CLERK**


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ CF _____ MB _____ JMR (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER UNMET TRANSIT NEEDS IN LODI

On Thursday, October 18, 2012, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider unmet transit needs in Lodi (attached and marked as Exhibit A) was posted at the following locations:


Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on October 18, 2012, at Lodi, California.

ORDERED BY:

RANDI JOHL
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: November 21, 2012

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl,

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, November 21, 2012**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

a) Unmet transit needs in Lodi

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:


Randi Johl
City Clerk

Dated: October 17, 2012

Approved as to form:



D. Stephen Schwabauer
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Adopting Resolution Confirming the 2013 Annual Report and Levy of Assessments Within the Lodi Tourism Business Improvement District (LTBID)

MEETING DATE: November 21, 2012

PREPARED BY: Deputy City Manager

RECOMMENDED ACTION: Public hearing to consider adopting resolution confirming the 2013 Annual Report and levy of assessments within the Lodi Tourism Business Improvement District (LTBID).

BACKGROUND INFORMATION: In accordance with California Streets and Highway Code Sections 36500 and 36524, the Annual Report of the LTBID has been approved by the City Council. A public hearing is required to hear protests and to receive testimony regarding the levy of and collection of a 3 percent Tourism Promotion Business Assessment for the benefit of the LTBID. Staff recommends approval of the levy of the assessment.

FISCAL IMPACT: Funding for Visit Lodi! generates additional funding for local merchants and the City as tourism dollars are spent locally.

FUNDING: Not applicable.

Jordan Ayers, Deputy City Manager

APPROVED: _____
Konradt Bartlam, City Manager

RESOLUTION NO. 2012-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LODI CONFIRMING THE 2013 ANNUAL REPORT
FOR THE LODI TOURISM BUSINESS IMPROVEMENT
DISTRICT AND LEVY OF ASSESSMENT

=====

WHEREAS, the Lodi Tourism Business Improvement District was established October 20, 2004, by Council adoption of Ordinance No. 1753, and as amended by Ordinances 1756 and 1818; and

WHEREAS, the Annual Report, as required by Streets and Highways Code §36500 et seq., has been submitted to the City Council by the Board of Directors of said Improvement District; and

WHEREAS, a public hearing was held as required by Streets and Highways Code §36524 on November 21, 2012, in the City Council Chambers at Carnegie Forum, 305 West Pine Street, Lodi, California, at 7:00 p.m., or as soon thereafter as possible, to consider protests to the assessment levy.

NOW, THEREFORE, the City Council of the City of Lodi does hereby resolve, determine, and find as follows:

- 1) The required public hearing was duly held, at which time the public was allowed to present written or oral protests to the levy of assessment for Lodi Tourism Business Improvement District.
- 2) A majority protest as defined in the Streets and Highways Code §36525 was not made.
- 3) The 2013 Annual Report as submitted on November 7, 2012, by the Board of Directors of the Lodi Tourism Business Improvement District to the City Council is hereby confirmed as originally filed and attached hereto.
- 4) The confirmation of the report and adoption of this resolution constitutes the levy of the assessment as contained in the Annual Report for the calendar year 2013.

Dated: November 21, 2012

=====

I hereby certify that Resolution No. 2012-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk



October 24, 2012

Randi Johl
City of Lodi
221 W. Pine St.
Lodi, CA 95240

Dear Ms. Johl,

Enclosed please find the 2013 Annual Report for the Lodi Tourism Business Improvement District (LTBID) which was established October 6, 2004 by City Ordinance 1753 and was amended 11/19/2008 by Resolution No. 2008-229.

Enclosed you will find a 2013 work plan, budget and method of assessment as required by the California Streets and Highways Code #33650. Please note there are no suggested changes to the District at this time.

I plan to make a presentation to the Council at the November 7, 2012 City Council meeting. Please feel free to call me with any questions you may have.

Sincerely,

Nancy Beckman
President and CEO

2013 Lodi Tourism Business Improvement District Annual Report

Assessment Funding Purpose: To administer marketing programs to promote the City of Lodi as a tourism destination and to fund projects, programs, and activities that benefit hotels within the Business Improvement District boundaries

Method of Assessment: The LTBID includes all hotels/lodging facilities within the City of Lodi as well as two properties currently located at the intersection of Kettleman Ln. and I-5. Each lodging facility within the district shall be assessed 3% of the gross room rental revenue. Rentals (stays) lasting over 30 days are not subject to the assessment. The assessment is levied annually and collected quarterly.

2013 Work Plan (See Attached)

For the purpose of the Annual Report presentation, we have broken our 2013 Work Plan into 5 project areas:

- Marketing/Promotional Activities
- Customer Service & Hospitality
- Events
- Communications
- Committees

2013 Budget

Income - BID	\$312,000.00
Income-City of Lodi	\$102,464.00
Income - Tourism Lunch	\$8,500.00
Income-postage donations	\$30.00
Income - Ares booking engine	\$60.00
Income-website advertising	\$1,750.00

Total Income	\$424,804.00
---------------------	---------------------

Advertising	\$65,000.00
Automobile Expense	\$3,717.00
Bank Service Charges	\$525.00
Contingencies/Unexpected Opportunities	\$7,568.00
Dues & Subscriptions	\$3,470.00
Education/Conferences	\$1,175.00
Equipment Lease	\$3,801.00
Event Expenses - Tourism Lunch	\$7,998.00
Gifts	\$200.00
Hospitality/Meetings: Planning Retreat	\$2,000.00
Hospitality/Meetings: Other	\$2,618.00
<u>Insurance</u>	
Directors & Officers	\$1,216.00
Health	\$4,200.00

Liability	\$700.00
Work Comp	\$1,500.00
<u>Office Expenses</u>	
Maintenance	\$6,390.00
Supplies	\$1,965.00
<u>Personnel</u>	
Salaries	\$157,000.00
Benefits	\$10,522.00
Postage & Delivery	\$2,863.00
Printing & Reproduction	\$5,225.00
<u>Professional Fees</u>	
Accounting	\$3,585.00
Administration-City of Lodi	\$15,600.00
Promotion	\$44,720.00
Rent	\$34,800.00
<u>Repairs</u>	
Computer Repairs	\$1,000.00
<u>Tax & License</u>	
Payroll	\$14,561.00
Property	\$0.00
Licenses	\$25.00
Technology	\$4,695.00
Telephone	\$2,520.00
Trade Shows	\$5,650.00
<u>Travel & Entertainment</u>	
Meals	\$875.00
Travel	\$2,720.00
Utilities - Gas & Electric	\$4,400.00

Total Expense **\$424,804.00**

Net Profit (Loss) **\$0.00**

Visit Lodi!
Conference & Visitors Bureau
2013 Work Plan

Marketing/Promotional Activities

Leisure Market

Targeted Advertising: Ads will be placed in designated target markets including the greater Sacramento, greater Bay Area and Northern California region to promote Lodi. Ads will be both hard copy and digital in nature and will include a response measure for tracking purposes wherever possible.

Trade Shows: Visit Lodi! will have a booth at the 2013 Bay Area Travel Show and will partner with the Central Valley Tourism Association to promote and represent Lodi at the Long Beach Travel and Adventure Show. Staff will actively promote and recruit partners to participate as vendors where possible as a way to have a greater presence at the shows while increasing visibility and promotional opportunity for Lodi. All leads will be tracked and a database of contacts will be maintained for future marketing opportunities.

LodiView: Visit Lodi! will continue to offer LodiView as a monthly e-publication highlighting Lodi events and activities of interest to the tourist. LodiView distribution is currently at over 4,000 subscribers.

Quarterly e-postcards: In 2013 Visit Lodi! will produce quarterly e-postcards that will be mailed to our marketing database. Each postcard will feature a call to action and will give recipients the ability to click through to the Visit Lodi! website for special offers and other Lodi visitor information.

Social Media: Staff will utilize social media (Facebook & Twitter) a minimum of twice a week to promote Lodi events and businesses. Staff proposes to utilize contests and give-a-ways as a way to increase followers. In addition, staff will produce quarterly Lodi You Tube videos.

Group Market

Tradeshows: Visit Lodi! will attend three sales shows created for the group market: The California Society of Association Executives (Cal SAE), the Sacramento/Sierra Nevada Chapter of Meeting Professionals International (MPI) Conference and Trade Show, and Society of Government Meeting Planners (SGMP). All sales leads will be followed up on and added to our database for future marketing opportunities.

Visit Lodi! will partner with the Central Valley Tourism Association to promote and represent Lodi at POW WOW and the International Tour Management Institute.

Fam Tours: Visit Lodi! Group Sales Manager will host quarterly Fam Tours for meeting planners and group decision makers as a tool to showcase Lodi as a group meeting destination.

Direct Mail Campaign: Quarterly fliers/brochures will be sent to group sales decision makers to reinforce the vision of Lodi as a go-to destination for meetings/conferences/events. Quarterly mailers will keep Lodi top-of-mind for meeting planners, association leaders and social/fraternal groups.

Local Host Program: In 2013, the Group Sales Manager will reach out to locals with quarterly email blasts and direct calls to promote the Host-at-Home Program. When appropriate, the Host-at-Home Award will be given out at the Annual Tourism Luncheon as a way to generate group sales leads by 1.) reminding citizens and local leaders as to the benefits of bringing their groups to Lodi, and 2.) recognizing individuals who participate in the program by referring groups to Visit Lodi! sales staff.

Sales Calls: An average of two days a month sales staff will make face-to-face sales appointments to group decision makers out of the area in an effort to sell them on bringing their group events and meetings to Lodi. Additionally, sales staff will utilize cold calls to meeting planners and association leaders as a way to maintain visibility and continually educate potential clients to the value of Lodi as a meeting destination.

Wine & Dine: Visit Lodi! will hold two out of the area Wine & Dine social events for group decision makers as an alternative to the FAM Tour. These events will provide an opportunity for Visit Lodi! staff to promote Lodi to hard-to-reach decision makers.

Meeting Professionals Organizations: The Group Sales Manager will maintain memberships in MPI, SGMP and CalSAE and regularly attend meetings and events of these organizations. This gives Visit Lodi! an opportunity to help build business relationships with group decision makers.

Sponsorships and Incentives: Visit Lodi! will utilize sponsorships and incentives at tradeshow and industry events (when appropriate and as funding allows) as a method by which to introduce the group market to Lodi as a destination. Sponsorships may be used as an incentive to facilitate bringing a group event to Lodi. Examples are sponsoring a wine reception at a meeting planner's conference or offering a cash incentive to bring a group to Lodi.

Customer Service/Hospitality

Visitor Information Packets: Visitor information will be distributed on request via email or through access on our website.

Website: The goal of the Visit Lodi! website is twofold: 1.) To educate and create awareness of Lodi as a visitor destination and to 2.) Provide the highest degree of customer service by ensuring that visitor information is complete, up-to-date and easily accessible. In 2013 Visit Lodi! will redesign their website as well as produce a mobile site to reflect the marketing direction suggested by the 2012 Lodi Brand Print program.

Visitor Publications: Visit Lodi! will develop and maintain a number of publications geared to increase availability of visitor information.

- **Lodi Visitor Guide:** An updated Lodi Visitor Guide will be presented for distribution in the Summer of 2013. The book which is designed to showcase Lodi to potential visitors and tourists is currently distributed to hotels, wineries, venues and other tourist attractions. It is one of the main marketing pieces for Visit Lodi! and is mailed upon request and is distributed at travel trade and sales shows. Consumers will be able to access the guide on-line and advertisers in the guide will have the ability to change their on-line ads 4 times throughout the year giving them flexibility in their advertising campaigns.
- **Festival & Events Calendar:** Visit Lodi! will produce an in-house designed/printed Festival & Events Calendar. The Calendar, produced quarterly, is a quick reference to events in the Lodi area and is distributed at the hotels, wineries, attractions, tradeshow, and included in visitor information packets.
- **Visitor Attraction Map & Guide:** The Visitor Attraction Map & Guide is distributed to hotels, wineries and attractions for their use and will be sent out to visitors upon request as well as utilized as give-a-ways at tradeshow. The map is designed to fold into a brochure so that it can be used in a card rack or as a self-mailer.
- **Meeting Facilities Brochure:** The Meeting Facilities Brochure is designed to provide information to potential consumers on event facilities and will be utilized heavily by Sales staff when promoting local venues to the group market.

Hotel Brochure Distribution: Visit Lodi! staff will provide a monthly brochure distribution service to all Lodi hotels, wineries and attractions. The goal is to ensure that visitor information is widely available and easily accessible to guests.

Events

Tourism Luncheon: May 2013, Visit Lodi! will host the 7th Annual Tourism Luncheon. The Luncheon is designed to give Visit Lodi! the opportunity to promote their programs and services to the greater Lodi community.

Communications

Newsletter: Visit Lodi!'s digital newsletter Tourism-at-a-Glance will feature new business openings, events and other items of interest to those vested in the tourism industry as well as information on programs and services offered by the Visit Lodi! Conference & Visitors Bureau. The newsletter will be distributed to local business leaders and elected officials.

Committees

Hotel Council: The Visit Lodi! Hotel Council meets quarterly to exchange information about Lodi events, promotions, and programs and services.

Destination Lodi: The Destination Lodi Committee which was started in 2011 is designed to bring together diverse industries vested in the Lodi tourism movement to enhance cooperation between industries as well as to increase cross-marketing opportunities.



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: RESOLUTION AND PUBLIC HEARING REGARDING LODI TOURISM
BUSINESS IMPROVEMENT DISTRICT 2013 ANNUAL REPORT AND
CONSIDERATION OF PROPOSED ASSESSMENT

PUBLISH DATE: SATURDAY, NOVEMBER 10, 2012

LEGAL AD

TEAR SHEETS WANTED: Three (3) please


SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052

RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, NOVEMBER 8, 2012

ORDERED BY:

RANDI JOHL
CITY CLERK


JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK

MARIA BECERRA
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

Faxed to the Sentinel at 369-1084 at _____ (time) on _____ (date) _____ (pages)	
LNS _____	Phoned to confirm receipt of all pages at _____ (time) _____ JMP _____ MB _____ (initials)



DECLARATION OF POSTING

RESOLUTION AND PUBLIC HEARING REGARDING LODI TOURISM BUSINESS IMPROVEMENT DISTRICT 2013 ANNUAL REPORT AND CONSIDERATION OF PROPOSED ASSESSMENT

On Thursday, November 8, 2012, in the City of Lodi, San Joaquin County, California, a resolution and Public Hearing Notice regarding Lodi Tourism Business Improvement District 2013 Annual Report and consideration of proposed assessment (attached and marked as Exhibit A) was posted at the following locations:

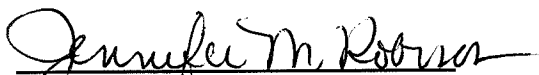
Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on November 8, 2012, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


**JENNIFER M. ROBISON, CMC
ASSISTANT CITY CLERK**

**MARIA BECERRA
ADMINISTRATIVE CLERK**

NOTICE OF PUBLIC HEARING

RESOLUTION NO. 2012-177

A RESOLUTION OF INTENTION OF THE LODI CITY COUNCIL TO LEVY ANNUAL ASSESSMENT FOR LODI TOURISM BUSINESS IMPROVEMENT DISTRICT, ESTABLISHING PUBLIC HEARING DATE, AND APPROVING ANNUAL REPORT

=====

WHEREAS, the Lodi Tourism Business Improvement District was established December 20, 2004, by City Council Ordinance 1753, and as amended by Ordinances 1756 and 1818; and

WHEREAS, the Annual Report, as required by Streets and Highways Code Section 36533, has been submitted to the Board of Directors of said improvement district.

NOW, THEREFORE, BE IT RESOLVED by the Lodi City Council that it does hereby resolve, determine, and finds as follows:

1. Approves the Annual Report as submitted, said report being on file with the City Clerk.
2. Establishes **November 21, 2012, in the City Council Chambers, Carnegie Forum, 305 West Pine Street, Lodi, California, at 7:00 p.m.,** or as soon thereafter as possible, as the date, place, and time to hold the public hearing.
3. It is the intention of the City Council to levy and collect assessments within the Lodi Tourism Business Improvement District for the calendar year 2013 (the District's fiscal year).
4. The proceeds from the Lodi Tourism Business Improvement District assessment shall be used to administer marketing programs to promote the City of Lodi as a tourism destination and to fund projects, programs, and activities that benefit hotels within the City of Lodi. The boundaries of the Lodi Tourism Business Improvement District shall be the boundaries of the City of Lodi and County Service Area #31 (Flag City). Refer to the report on file with the Lodi City Clerk's office for a full and detailed description of the improvements and activities, boundaries, and proposed assessments for the 2013 fiscal year.
5. At the time of the public hearing, written and oral protests may be made. The form and manner of protests shall comply with Streets and Highways Code Sections 36524 and 36525.

Dated: November 7, 2012

=====

I hereby certify that Resolution No. 2012-177 was passed and adopted by the City Council of the City of Lodi in a regular meeting held November 7, 2012, by the following votes:

AYES: COUNCIL MEMBERS – Hansen, Johnson, Katzakian, and
Mayor Mounce

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Nakanishi

ABSTAIN: COUNCIL MEMBERS – None



RANDI JOHL
City Clerk



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Monthly Protocol Account Report

MEETING DATE: November 21, 2012

PREPARED BY: City Clerk

RECOMMENDED ACTION: None required, information only.

BACKGROUND INFORMATION: The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through October 31, 2012.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: See attached.

Randi Johl
City Clerk

RJ/JMR

Attachment

APPROVED: _____
Konradt Bartlam, City Manager

Cumulative Report through October 31, 2012

Cumulative Report through October 31, 2012

Prepared by: JMR



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Ordinance No. 1866 Entitled, "An Ordinance of the City Council of the City Lodi Authorizing an Amendment to the Contract Between the City Council of the City of Lodi and the Board of Administration of the California Public Employees' Retirement System"

MEETING DATE: November 21, 2012

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1866.

BACKGROUND INFORMATION: Ordinance No. 1866 entitled, "An Ordinance of the City Council of the City Lodi Authorizing an Amendment to the Contract Between the City Council of the City of Lodi and the Board of Administration of the California Public Employees' Retirement System," was introduced at the special City Council meeting of October 30, 2012.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**
This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/jmr
Attachment

APPROVED: _____
Konradt Bartlam, City Manager

ORDINANCE NO. 1866

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY LODI
AUTHORIZING AN AMENDMENT TO THE CONTRACT
BETWEEN THE CITY COUNCIL OF THE CITY OF LODI AND
THE BOARD OF ADMINISTRATION OF THE CALIFORNIA
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

=====

THE CITY COUNCIL OF THE CITY OF LODI DOES ORDAIN AS FOLLOWS:

SECTION 1. That an amendment to the contract between the City Council of the City of Lodi and the Board of Administration, California Public Employees' Retirement System is hereby authorized, a copy of said amendment being attached hereto, marked Exhibit A, and by such reference made a part hereof as though therein set out in full.

SECTION 2. The Mayor of the City of Lodi is hereby authorized, empowered, and directed to execute said amendment for and on behalf of said Agency.

SECTION 3. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 4. This ordinance shall be published one time in the "Lodi News Sentinel", a daily newspaper of general circulation printed and published in the City of Lodi, and shall take effect thirty (30) days from and after its passage and approval.

Approved this 21st day of November, 2012

JOANNE MOUNCE
Mayor

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1866 was introduced at a special meeting of the City Council of the City of Lodi held October 30, 2012, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held November 21, 2012, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1866 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney



EXHIBIT

California
Public Employees' Retirement System

AMENDMENT TO CONTRACT

Between the
Board of Administration
California Public Employees' Retirement System
and the
City Council
City of Lodi

The Board of Administration, California Public Employees' Retirement System, hereinafter referred to as Board, and the governing body of the above public agency, hereinafter referred to as Public Agency, having entered into a contract effective June 1, 1966, and witnessed April 27, 1966, and as amended effective July 6, 1966, May 1, 1970, July 1, 1973, July 1, 1977, April 1, 1991, July 7, 1993, June 30, 1996, November 15, 1998, June 12, 2000, May 17, 2003 and June 17, 2010 which provides for participation of Public Agency in said System, Board and Public Agency hereby agree as follows:

- A. Paragraphs 1 through 15 are hereby stricken from said contract as executed effective June 17, 2010, and hereby replaced by the following paragraphs numbered 1 through 16 inclusive:
 - 1. All words and terms used herein which are defined in the Public Employees' Retirement Law shall have the meaning as defined therein unless otherwise specifically provided. "Normal retirement age" shall mean age 55 for local miscellaneous members and age 50 for local safety members entering membership in the safety classification on or prior to the effective date of this amendment to contract and age 55 for local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.

2. Public Agency shall participate in the Public Employees' Retirement System from and after June 1, 1966 making its employees as hereinafter provided, members of said System subject to all provisions of the Public Employees' Retirement Law except such as apply only on election of a contracting agency and are not provided for herein and to all amendments to said Law hereafter enacted except those, which by express provisions thereof, apply only on the election of a contracting agency.
3. Public Agency agrees to indemnify, defend and hold harmless the California Public Employees' Retirement System (CalPERS) and its trustees, agents and employees, the CalPERS Board of Administration, and the California Public Employees' Retirement Fund from any claims, demands, actions, losses, liabilities, damages, judgments, expenses and costs, including but not limited to interest, penalties and attorneys fees that may arise as a result of any of the following:
 - (a) Public Agency's election to provide retirement benefits, provisions or formulas under this Contract that are different than the retirement benefits, provisions or formulas provided under the Public Agency's prior non-CalPERS retirement program.
 - (b) Public Agency's election to amend this Contract to provide retirement benefits, provisions or formulas that are different than existing retirement benefits, provisions or formulas.
 - (c) Public Agency's agreement with a third party other than CalPERS to provide retirement benefits, provisions, or formulas that are different than the retirement benefits, provisions or formulas provided under this Contract and provided for under the California Public Employees' Retirement Law.
 - (d) Public Agency's election to file for bankruptcy under Chapter 9 (commencing with section 901) of Title 11 of the United States Bankruptcy Code and/or Public Agency's election to reject this Contract with the CalPERS Board of Administration pursuant to section 365, of Title 11, of the United States Bankruptcy Code or any similar provision of law.
 - (e) Public Agency's election to assign this Contract without the prior written consent of the CalPERS' Board of Administration.
 - (f) The termination of this Contract either voluntarily by request of Public Agency or involuntarily pursuant to the Public Employees' Retirement Law.
 - (g) Changes sponsored by Public Agency in existing retirement benefits, provisions or formulas made as a result of amendments, additions or deletions to California statute or to the California Constitution.

4. Employees of Public Agency in the following classes shall become members of said Retirement System except such in each such class as are excluded by law or this agreement:
 - a. Local Fire Fighters (herein referred to as local safety members);
 - b. Local Police Officers (herein referred to as local safety members);
 - c. Employees other than local safety members (herein referred to as local miscellaneous members).
5. In addition to the classes of employees excluded from membership by said Retirement Law, the following classes of employees shall not become members of said Retirement System:
 - a. **PERSONS COMPENSATED ON AN HOURLY BASIS WHO ARE HIRED JUNE 1, 1966 OR THEREAFTER.**
6. Assets heretofore accumulated with respect to members in the local retirement system have been transferred to the Public Employees' Retirement System and applied against the liability for prior service incurred thereunder. That portion of the assets so transferred which represent the accumulated contributions (plus interest thereof) required of the employees under said local system has been credited to the individual membership account of each such employee under the Public Employees' Retirement System.
7. Benefits paid to pensioners and annuitants under the local system on the effective date of the contract were recalculated, as authorized by Section 20481 of the Government Code, to conform with benefits applicable to persons retiring after the effective date of the contract except that no benefit which would have been payable under the continuation of the local system shall be reduced.
8. The percentage of final compensation to be provided for each year of credited prior and current service for local miscellaneous members shall be determined in accordance with Section 21354 of said Retirement Law, subject to the reduction provided therein for service prior to June 30, 1977, termination of Social Security, for members whose service has been included in Federal Social Security (2% at age 55 Full and Modified).
9. The percentage of final compensation to be provided for each year of credited prior and current service as a local safety member entering membership in the safety classification on or prior to the effective date of this amendment to contract shall be determined in accordance with Section 21362.2 of said Retirement Law (3% at age 50 Full).

10. The percentage of final compensation to be provided for each year of credited current service as a local safety member entering membership for the first time in the safety classification after the effective date of this amendment to contract shall be determined in accordance with Section 21363.1 of said Retirement Law (3% at age 55 Full).
11. Public Agency elected and elects to be subject to the following optional provisions:
 - a. Section 21536 (Local System Service Credit Included in Basic Death Benefit).
 - b. Section 21222.1 (One-Time 5% Increase - 1970). Legislation repealed said Section effective January 1, 1980.
 - c. Sections 21624 and 21626 (Post-Retirement Survivor Allowance) for local miscellaneous members only.
 - d. Section 21573 (Third Level of 1959 Survivor Benefits).
 - e. Section 21427 (Improved Nonindustrial Disability Allowance) for local miscellaneous members only.
 - f. Section 20042 (One-Year Final Compensation) for local safety members entering membership on or prior to the effective date of this amendment to contract.
 - g. Section 20903 (Two Years Additional Service Credit).
 - h. Section 20434 ("Local Fire Fighter" shall include any officer or employee of a fire department employed to perform firefighting, fire prevention, fire training, hazardous materials, emergency medical services, or fire or arson investigation services as described in Government Code Section 20434).
 - i. Section 20965 (Credit for Unused Sick Leave).
 - j. Section 20938 (Limit Prior Service to Members Employed on Contract Date) for elected officials employed on November 15, 1998.
 - k. Section 21024 (Military Service Credit as Public Service).

- I. Section 20475 (Different Level of Benefits). Section 21363.1 (3% @ 55 Full formula) and Section 20037 (Three-Year Final Compensation) are applicable to local safety members entering membership for the first time in the safety classification after the effective date of this amendment to contract.
12. Public Agency, in accordance with Government Code Section 20790, ceased to be an "employer" for purposes of Section 20834 effective on July 1, 1977. Accumulated contributions of Public Agency shall be fixed and determined as provided in Government Code Section 20834, and accumulated contributions thereafter shall be held by the Board as provided in Government Code Section 20834.
13. Public Agency shall contribute to said Retirement System the contributions determined by actuarial valuations of prior and future service liability with respect to local miscellaneous members and local safety members of said Retirement System.
14. Public Agency shall also contribute to said Retirement System as follows:
 - a. Contributions required per covered member on account of the 1959 Survivor Benefits provided under Section 21573 of said Retirement Law. (Subject to annual change.) In addition, all assets and liabilities of Public Agency and its employees shall be pooled in a single account, based on term insurance rates, for survivors of all local miscellaneous members and local safety members.
 - b. A reasonable amount, as fixed by the Board, payable in one installment within 60 days of date of contract to cover the costs of administering said System as it affects the employees of Public Agency, not including the costs of special valuations or of the periodic investigation and valuations required by law.
 - c. A reasonable amount, as fixed by the Board, payable in one installment as the occasions arise, to cover the costs of special valuations on account of employees of Public Agency, and costs of the periodic investigation and valuations required by law.
15. Contributions required of Public Agency and its employees shall be subject to adjustment by Board on account of amendments to the Public Employees' Retirement Law, and on account of the experience under the Retirement System as determined by the periodic investigation and valuation required by said Retirement Law.

16. Contributions required of Public Agency and its employees shall be paid by Public Agency to the Retirement System within fifteen days after the end of the period to which said contributions refer or as may be prescribed by Board regulation. If more or less than the correct amount of contributions is paid for any period, proper adjustment shall be made in connection with subsequent remittances. Adjustments on account of errors in contributions required of any employee may be made by direct payments between the employee and the Board.

B. This amendment shall be effective on the _____ day of _____, _____.

BOARD OF ADMINISTRATION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

CITY COUNCIL
CITY OF LODI

BY _____
KAREN DE FRANK, CHIEF
CUSTOMER ACCOUNT SERVICES DIVISION
PUBLIC EMPLOYEES' RETIREMENT SYSTEM

BY _____
PRESIDING OFFICER

Witness Date

Attest:

Clerk